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Attorneys for Plaintiff CARLA COLLINS
and the Certified Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CARLA COLLINS on behalf of herself, and all others similarly situated, and all aggrieved employees,

Plaintiff,

v.

NATIONAL INSURANCE INSPECTION SERVICES, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 20STCV15619

CLASS AND REPRESENTATIVE ACTION

Assigned to
Honorable Elaine Lu, Dept. 9

CLASS ACTION

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

Date: January 22, 2026
Time: 10:00 a.m.
Dept. 9

Motion Due: December 22, 2025
Opposition Due: January 2, 2026
Reply Due: January 8, 2026

Complaint Filed: April 22, 2020
FAC Filed: June 24, 2020
Trial: Not Set

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I, ERIC A. GROVER, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a partner in the law firm Keller Grover LLP, counsel for Plaintiff Carla Collins ("Plaintiff"), and Class Counsel in this action. I have personal knowledge of the facts stated herein and, if called as a witness, I could and would testify competently to the facts set forth below.

Class Counsel's Experience:

2. Between September 1988 and October 2005, I was first an associate and then a shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States specializing in labor and employment law. During my 17 years at Littler, I practiced extensively in all areas of labor and employment law, including wage and hour law and class action defense. I also have extensive litigation experience, including numerous arbitrations and trying several cases to verdict in state and federal courts.

3. In the time I worked at Littler, I worked on many class action matters. The following is a list of various class action matters for which I was the lead or co-lead defense attorney:

a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide uniforms.);

b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent contractor vs. employee status, overtime, minimum wage and expense reimbursement claims.);

c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County) (Overtime, minimum wage, expense reimbursement and waiting time penalties.);

d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager misclassification.);

e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime, minimum wage and waiting time penalties.);

f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time penalties.);

g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime, minimum wage and waiting time penalties.);

h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on

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commission payments.);

i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);

j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);

k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);

l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and

m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I served as Class Counsel and/or PAGA representative counsel in numerous class and PAGA matters, including:

a. *Watson v. Ann Taylor Stores Corp.*,
Los Angeles County Superior Court Case No. BC342729;

b. *Novak v. Retail Brand Alliance, Inc., et al.*,
Alameda County Superior Court Case No. RG 05-223254;

c. *Jos. A. Banks Overtime Cases*,
Solano County Superior Court Case No. JCCP NO. 4479;

d. *Diaz v. Best Buy Stores, L.P.*,
Alameda County Superior Court Case No. RG 06-264187;

e. *Lozoya v. PA Acquisition Corp., et al*,
Alameda County Superior Court Case No. RG 06-258395;

f. *Krispy Kreme Overtime Cases*,
Alameda County Superior Court Case No. JCCP No. 4489;

g. *Walgreens Overtime Cases*,
Los Angeles County Superior Court Case No. JCCP 4387;

h. *Gring v. Claire's Boutique's, Inc.*,
Alameda County Superior Court Case No. RG 05-247759;

i. *Greene v. Federated Retail Holdings, Inc.*
San Francisco County Superior Court Case No. CGC 06-449456;

j. *Stermer v. L'Occitane, Inc.*,
San Francisco County Superior Court Case No. CGC 06-456056;

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k. *Wilde v. Catalina Restaurant Group, Inc. et al.*, Los Angeles County Superior Court Case No. BC347513;

l. *Rogers v. Accentcare, Inc.*, Alameda County Superior Court Case No. RG 05-237683;

m. *Fleming v. Dollar Tree Stores, Inc.*, United States District Court, Northern District of California, Case No. C06-cv-03409;

n. *Corrado v. Valero Services, Inc.*, Alameda County Superior Court Case No. RG 07-322134;

o. *Stenroos v. Core-Mark International, Inc.*, San Mateo County Superior Court Case No. CIV 451198;

p. *Ford v. Pilot Travel Centers LLC*, United States District Court, Northern District of California, Case No. C-07-cv-02715;

q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*, United States District Court, Eastern District of California Case No. EDCV 07-00695;

r. *Brior v. AE Retail West LLC*, San Francisco County Superior Court Case No. CGC 06-455422;

s. *Moore v. Genesco, Inc. et al.*, Alameda County Case No. RG 06-270570;

t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*, San Francisco County Superior Court Case No. CGC 08-427014;

u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;

v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California, Case No. 2:07-cv-00001;

w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*, San Francisco County Superior Court Case No. CGC 08-478372;

x. *Daniel Arias v. Praxair Distribution, Inc., et al.*, San Francisco County Case No. CGC 08-474506;

y. *Flores, et al. v. Zale Delaware, Inc.*, United States District Court, Northern District of California, Case No. 07-cv-00539;

z. *Payan et al. v. MetroPCS, Inc.*, San Francisco County Superior Court Case No. CGC 08-476703;

aa. *Njoku v. Ecko Direct, LLC*, San Francisco County Superior Court Case No. CGC 07-469480;

bb. *Wiggins v. Cingular Wireless Employee Services, LLC*, San Francisco County Superior Court Case No. CGC 08-477763;

cc. *Lee v. Marshalls of CA LLC*, Alameda County Superior Court Case No. RG 07-337021;

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dd. *Flores v. Cintas Corporation No. 2, Inc.*,
Los Angeles County Superior Court Case No. BC400422;

ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*,
San Francisco County Superior Court Case No. CGC 09-490181;

ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*,
San Francisco County Superior Court Case No. CGC 09-493709;

gg. *Lim-Hui v. Carter's Retail, Inc.*,
San Francisco County Superior Court Case No. CGC 09-484456;

hh. *Sefton v. OshKosh B'Gosh, Inc.*,
San Francisco County Superior Court Case No. CGC 09-484496;

ii. *Murphy v. Check n' Go of California, Inc.*,
San Francisco County Superior Court Case No. CGC 06-449394;

jj. *Wireless Advocates Wage and Hour Cases*,
Los Angeles County Superior Court Case No. JCCP 4600;

kk. *Matrix Service Wage and Hour Cases*,
Alameda County Superior Court Case No. JCCP 4610;

ll. *Sullivan v. Kelly Services, Inc.*,
United States District Court, Northern District of California
Case No. 08-cv-3893;

mm. *Strickland, et al. v. Timec Company, Inc., et al.*,
San Francisco County Superior Court Case No. CGC 10-501832;

nn. *Davis and Duke v. Plant Performance Services LLC, et al.*,
Alameda County Case No. RG 10-501301;

oo. *Jordan v. Directory Distributing Associates, Inc.*,
San Francisco County Superior Court Case No. CGC 10-500633;

pp. *Martin v. Total Safety U.S., Inc.*,
Alameda County Superior Court Case No. RG 10-533750;

qq. *Placer Title Company Wage and Hour Cases*,
Sacramento County Superior Court Case No. JCCP 4567;

rr. *Martin, et al. v. Starcon International, Inc.*,
Contra Costa County Superior Court Case No. MSC10-01071;

ss. *Meyer v. Irwin Industries, Inc.*,
ADRS Case No. 11-3844-RAH;

tt. *Lazarin, et al. v. Total Western, Inc.*,
JAMS Case No. 1100067385;

uu. *Potter v. Zale Delaware, Inc.*,
Alameda County Superior Court Case No. RG 10-548469;

vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*, Kern County Superior Court Case No. S-1500-CV-271947;

ww. *Schechter and Porter v. ISYS Solutions, Inc.*,
Alameda County Superior Court Case No. RG 10-550517;

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xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court Case No. CIVVS900679;

yy. *Hernandez v. Bodell Construction* Company, Alameda County Superior Court Case No. RG12-624600;

zz. *Gilliam v. Matrix Energy Services, Inc.*, Alameda County Superior Court Case No. RG11-592345;

aaa. *Tate v. Wyatt Field Services Co.*, Alameda County Superior Court Case No. RG 10-522846;

bbb. *Becerra, et al. v. RadioShack Corporation*, United States District Court, Northern District of California, Case No. C-11-cv-03586;

ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*, Contra Costa County Superior Court Case No. MSC12-00340;

ddd. *Betten and Lafa v. Diamond Wireless, LLC*, United States District Court, Central District of California, Case No. 2:13-cv-02885;

eee. *Martin v. AltairStrickland LLC*, Alameda County Superior Court Case No. RG11 575618;

fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern District of California, Case No. C-12-cv-5978;

ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court, Northern District of California, Case No. 4:12-cv-04650;

hhh. *Saunders v. StubHub Inc.*, San Francisco County Superior Court Case No. CGC-12-517707;

iii. *Oregel v. PacPizza, LLC*, Contra Costa County Superior Court Case No. MSC12-01454;

jjj. *Torres, et al. v. San Joaquin Community Hospital*, JAMS Case No. 1220043288;

kkk. *Hulsey v. San Joaquin Community Hospital*, JAMS Case No. 1210030884;

lll. *DeLeon, et al. v. NCR Corp.*, San Bernardino County Superior Court Case No. CIVDS1403274;

mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*, Los Angeles County Superior Court Case No. BC470522;

nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*, Contra Costa County Superior Court Case No. C11-0969;

ooo. *Clothier v. SPAR Marketing Services, Inc.*, Alameda County Superior Court Case No. RG12-639317;

ppp. *St. Joseph Health System Medical Information Cases*, Orange County Superior Court JCCP Case No. 4716;

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qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC,* Alameda County Superior Court Case No. RG14-712100;

rrr. *Miller v. Hitachi America, Ltd.*, San Mateo County Superior Court Case No. CIV 526430;

sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.*, San Francisco County Superior Court Case No. CGC-13-532872;

ttt. *Tripp and Solberg v. Crossmark, Inc., et al.*, United States District Court, Northern District of California, Case No. 3:12-cv-04818.

uuu. *McCabe, et al.* v. *Six Continents Hotels, Inc.*, United States District Court, Northern District of California, Case No. 12-cv-04818;

vvv. *Wheelock v. Hyundai*, Orange County Superior Court, Case No. 30-2011-00522293;

www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.*, United States District Court, Northern District of California, Case No. 5:12-cv-05083;

xxx. *Castillo, et al. v. Seagate Technology LLC,* United States District Court, Northern District of California Case No. 3:16-cv-01958;

yyy. *Halkola v. Fisher, Sand & Gravel Co.*, Alameda County Superior Court, Case No. RG17844100;

zzz. *Ashlock, et al. v. Sunrun, Inc., et al.* San Francisco County Superior Court CGC-17-557027;

aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*, San Bernardino County Superior Court Case No. CIVDS1712220;

bbbb. *Matthews v. eHealthinsurance Services, Inc.*, Santa Clara County Superior Court Case No. 17CV305656;

cccc. *Crowley, et al. v. Central Transport LLC,* San Bernardino Case No. CIVDS1604546;

dddd. *Alfinito v. Loop Transportation,* San Francisco County Superior Court Case No. CGC-17-556677;

eeee. *Rabanal v. P.F. Chang's China Bistro, et al,* Alameda County Case No. RG17851208;

ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al,* San Bernardino County Case No. CIVDS1809416;

gggg. *Duke v. Jacobs Engineering Group Inc., et al.*, San Bernardino Superior Court Case No. CIVDS1703459;

hhhh. *O'Leary v. Youngevity International, Inc.*, San Diego County Superior Court Case No. 37-2017-00045550;

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iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V.*, et al., Napa County Superior Court Case No. 19CV000373;

jjjj. *Docter v. Accor Management US Inc.*, San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;

kkkk. *Clothier v Spar Group, Inc.*, Alameda County Superior Court Case No. RG18926494;

llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*, Sacramento County Superior Court Case No. 34-2019-00252683;

mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*, Alameda County Superior Court Case No. RG19001392;

nnnn. *Casarez v. Chemtrade West US LLC*, Alameda County Superior Court Case No. RG19008007;

oooo. *Butler v. Apple Inc.*, Santa Clara County Superior Court Case No. 1-14-cv-262989;

pppp. *Gomez v. Pinnacle Workforce Logistics*, San Bernardino County Superior Court Case No. CIVDS1804163;

qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*, San Diego County Superior Court Case No. 37-2015-00025968;

rrrr. *Madrid, et al. v. Golden Valley Health Centers*, Merced County Superior Court Case. No. 20Cv-01484;

ssss. *Curtis v. Aegis Treatment Centers, LLC*, Shasta County Superior Court Case No. 193712;

tttt. *Millay v. Napaidence OPCO, LLC*, Napa County Superior Court Case. No. 19CV001903;

uuuu. *Gutierrez v. Brand Energy of California, Inc.*, Alameda County Superior Court Case No. RG17846239;

vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*, United States District Court, Northern District of California Case No. 4:21-cv-0188;

wwww. *Zuckerbraun v. Flour Maintenance Serv., Inc.*, Alameda County Superior Court Case No. RG20054385;

xxxx. *Clark-Alonso v. Southwest Airlines Co.*, Merced County Superior Court Case No. 21 CV-02475

yyyy. *Zuckerbraun v. Flour Maintenance Serv., Inc.*, Alameda County Superior Court Case No. RG20054385;

zzzz. *Sica v Madison Industrial Serv. Team, Ltd Partnership*, United States District Court, Northern District of California Case No. 4:20-cv-08347;

aaaaa. *Harrington v. Forbes Security, Inc.*, San Francisco County Superior Court Case No. CGC-20-584155;

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bbbbb. *Hernandez v. Chino Commercial Bank*, San Bernardino County Superior Court Case No. CIVDS1922849;

ccccc. *Ellis v. Harder Mechanical Contractors, Inc.*, United States District Court, Northern District of California Case No. 21-cv-00844;

ddddd. *Harrington v. Creative Security Company, Inc.*, Alameda County Superior Court Case No. RG21095377;

eeeee. *Espinoza, et al. v. Dedicated Bldg. Serv. LLC*, Los Angeles County Superior Court Case No. 20STCV03569

fffff. *Macomber v. Dermalogica, LLC*, San Diego County Superior Court Case No: 37-2020-00020451;

ggggg. *Alvarez, et al. v. Autozone, Inc.*, San Bernardino Superior Court Case No. CIVDS1416344;

hhhhh. *Walter v. Farfetch.com US, LLC*, Orange County Superior Court Case No. 30-2020-01139875;

iiiii. *Cascade Drilling Wage and Hour Cases*, Alameda County Superior Court Case No. RG21090743;

jjjjj. *Bush, et al. v. Dutch Bros., LLC*, Merced County Superior Court, Case No. 22CV-01415;

kkkkk. *Hernandez v. Automated Harvesting, LLC*, Monterey County Superior Court, Case No. 22CV002717*;*

lllll. *Audycki v. Stanford Healthcare, a Corporation*, Santa Clara County Superior Court Case No. 19CV347173;

mmmmm. *Collins v. National Insurance Inspection Services, Inc.*, Los Angeles County Superior Court Case No. 20STCV15619*;*

nnnnn. *Avalos v. AxleHire, Inc.*, Alameda County Superior Court Case No. 22CV020643;

ooooo. *Rahmat v. Aeroenlaces Nacionales S.A. de C.V.*, Ventura County Superior Court Case No. 2023CUBT01235;

ppppp. *McKeehan v. 1-800-PACK-RAT, LLC*, San Diego County Superior Court Case No. 37-2022-00038509;

qqqqq. *Delgado v. Avalon-Villa Health Care, LLC*, Los Angeles County Superior Court Case No. 23STCV15615;

rrrrr. *Cole v. Xerox Corporation*, Merced County Superior Court Case No. 24CV-06565;

sssss. *Ellis, et. al. v. ARB, Inc.*, Contra Costa County Superior Court Case No. C 20-02183;

ttttt. *Thomason v Sequioa Senior Living LLC*, El Dorado County Superior Court Case No. 24CV0979; and

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uuuuu. *Goza v FVE Managers, Inc.*, Alameda County Superior Court Case No. 22CV010870.

vvvvv. *Perez Ruiz v. Boise Cascade Company,* Alameda Superior Court Case No. 24CV069044.

Factual and Procedural Background:

5. The Amended Joint Stipulation of Class and PAGA Action Settlement and Release of Claims ("Amended Stipulation") entered into by Plaintiff and National Insurance Inspection Services, Inc. ("Defendant"), (collectively, the "Parties") is attached hereto as **Exhibit 1**.

6. On April 22, 2020, Plaintiff filed the putative class action complaint in Los Angeles County Superior Court. Plaintiff filed the operative First Amended Complaint filed on June 24, 2020 ("FAC"). Plaintiff brought the action on behalf of herself and a class of individuals classified by Defendant as independent contractors who work or worked for Defendant in California as real property inspectors on or after April 22, 2016. Plaintiff alleged that Defendant misclassified Class Members to avoid its obligations to employees under California law. Plaintiff alleged claims resulting from the misclassification for unpaid wages, unpaid overtime, missed meal periods and rest breaks, inaccurate wage statements, untimely pay, untimely termination pay, and unreimbursed business expenses. Plaintiff asserted that Defendant's practices and policies violated Labor Code §§ 201-203, 221, 224, 226(a), 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775(b)(1) and 2802 and related provisions of IWC Wage Order 4, and Business & Professions Code §§ 17200, *et seq.*[1] Plaintiff also alleged related representative PAGA claims based on the Labor Code violations just mentioned as well as violations of §§ 204, 226.8 and 432.5.

7. There has been extensive discovery and motion practice in this action. The Parties engaged in formal discovery, which included depositions, written discovery and document production.

8. On August 8, 2023, the Court conditionally granted class certification subject to Plaintiff submitting an updated trial plan addressing certain issues. A true and correct copy of the Court's Final Rulings/Orders re: Motion for Class Certification dated August 8, 2023 is attached

[1] The FAC alleges that Defendant violated § 2750.3 but that statute has been repealed and replaced with § 2775.

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hereto as **Exhibit 6**. The Parties agreed to continue the supplemental briefing schedule to engage in mediation. When that mediation was unsuccessful, the Court issued its unconditional class certification order on January 12, 2024. A true and correct copy of the Court's Rulings/Orders re: Motion for Class Certification dated January 12, 2024 is attached hereto as **Exhibit 7**.

9. The certified Class is defined as "All individuals who work or have worked for National Insurance Inspection Services, Inc. in California who are or were classified as independent contractors at any time between April 22, 2016 and May 30, 2024." *See* Ex. 7 at 1. The Court also certified subclasses for each category of claims. *See id.* at 1-2. There are 579 class members.[2]

10. Prior to certification, Defendant obtained individual release agreements from 29 real property inspectors who would have otherwise been Class Members. Defendant paid $500 to each of those 29 releasees, for a total of $14,500.

11. Defendant denies all the allegations in their entirety. To date, no court has made any findings that Defendant engaged in any wrongdoing or in any wrongful conduct or otherwise acted improperly or in violation of any state law, rule or regulation, with respect to the issues presented in the litigation.

Class Counsel's work litigating and settling this action:

12. Prior to the filing of this action, Class Counsel expended time and effort in investigating, researching, and preparing this case for litigation. Class Counsel investigated and researched Plaintiff's potential California wage and hour claims, both in the individual context and as putative class and representative claims. On Plaintiff's behalf, I and other attorneys at my firm drafted the putative class and PAGA action complaint and filed it in this Court. We also drafted and filed the First Amended Complaint and filed it in this Court.

13. Attorneys at my firm drafted and served written class discovery and assisted Plaintiff in drafting responses and producing documents in response to Defendant's written discovery. I and other attorneys at my firm reviewed Defendant's discovery responses and

[2] At the time of preliminary approval, there were an estimated 569 class members. This is a difference of less than two percent.

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documents produced. Attorneys at my firm conducted the deposition of Defendant's designated "person most knowledgeable" and defended Plaintiff's and class members' depositions.

14. Attorneys at my firm negotiated with counsel for Defendant when discovery disputes arose. Although the Parties reached agreements on most discovery issues, a few disputes remained. Attorneys at my firm and Defendant's counsel drafted and filed a joint brief seeking an informal discovery conference to obtain the Court's assistance in resolving the issues.

15. After Plaintiff obtained substantial class discovery, I and other attorneys at my firm drafted and filed Plaintiff's motion for class certification. Plaintiff succeeded on the motion and the class was certified.

16. The Parties attempted to resolve the case through settlement at various points during this years-long litigation, including at three separate mediations. Attorneys at my firm negotiated with Defendant's counsel during each of those efforts.

17. After the Parties had conducted considerable formal discovery and the Class had been certified, the next step was to proceed to trial. Attorneys at my firm drafted and filed a motion seeking a two-phase trial, which was denied by the Court on June 11, 2024.

18. At that point, the Parties revisited the possibility of settlement and agreed to participate in what would be their third formal mediation session. Prior to that session, my firm drafted and sent a detailed updated mediation information request to Defense Counsel. In response, Defendant provided Plaintiff with additional information regarding its policies and practices regarding the classification of real property inspectors, regular and overtime pay, meal periods, rest breaks, wage statements, termination pay and expense reimbursement for California workers, the number of class members and the number of inspections and pay periods potentially at issue during the relevant liability period. I and other attorneys at my firm reviewed and analyzed the information Defendant provided and drafted a detailed mediation brief that we submitted to the mediator and Defense Counsel.

19. The Parties participated in their third formal mediation session on January 22, 2025, this time with Brandon McKelvey, Esq., a highly regarded mediator with extensive experience mediating wage and hour class actions. With Mr. McKelvey's assistance, the Parties were able

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to resolve the case at the third mediation. The mediated negotiations resulted in the Parties reaching an agreement to settle the entire action, subject to the Court's approval.

20. Following the mediation, I and other attorneys at my firm drafted a detailed, formalized settlement agreement and exhibits and negotiated the language and terms with counsel for Defendant until the initial version of the Joint Stipulation of Class and PAGA Action Settlement and Release of Claims and its exhibits were finalized and executed. The terms of the Parties' settlement at that time were set forth in the initial stipulation. As discussed later this declaration, the Parties subsequently revised the initial stipulation to address the issues and concerns raised by the Court. The Parties' Amended Stipulation is **Exhibit 1**.

21. At the time the final settlement was reached, Defendant had provided relevant documents and information, including:

(A) The number of Class Members:

- There were approximately 569 Class Members.[3]

(B) The number of days on which Class Members performed at least one Qualified Inspection during the Class Period:

- Class Members performed Qualified Inspections on approximately 61,672 days during the Class Period.

(C) The total pay periods during the PAGA Period:

- Real Property Inspectors worked approximately 18,800 pay periods during the PAGA Period.

22. On April 18, 2025, Plaintiff moved for preliminary approval of the settlement. My firm drafted and filed the motion for preliminary approval of the proposed class and PAGA action settlement and supporting papers.

23. On July 10, 2025, the Court issued an order highlighting specific issues regarding the settlement terms and directed the Parties to address them in supplemental briefing. The Court continued the preliminary approval hearing to September 4, 2025. A true and correct copy of the Court's July 10, 2025 Minute Order re Hearing on Motion for Preliminary Approval of Class Action Settlement is attached hereto as **Exhibit 4**. A true and correct copy of the Court's Motion

[3] The final number of Class Members is 579. This is a difference of less than two percent.

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for Preliminary Approval of Class Action Settlement Checklist Order) the Court issued its Motion for Preliminary Approval of Class Action Settlement Checklist Order is attached hereto as **Exhibit 5**.

24. Attorneys at my firm worked with counsel for Defendant to revise the settlement terms to address the Court's concerns. My firm drafted the supplemental briefing explaining the revisions to the settlement terms and the Amended Stipulation, filing both on August 7, 2025 for the Court's preliminary approval.

25. The Court preliminarily approved the settlement and the Amended Stipulation on September 4, 2025. A true and correct copy of the Court's September 4, 2025 Ruling re: Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Ruling") is attached hereto as **Exhibit 2**. A true and correct copy of the Court's September 4, 2025 Minute Order re Hearing on Motion for Preliminary Approval of Class Action Settlement ("Minute Order"), which adopted the Preliminary Approval Ruling, is attached hereto as **Exhibit 3**. In this declaration, Exhibits 2 and 3 are referred to collectively as the "Preliminary Approval Order."

26. In the period after the entry of the Preliminary Approval Order, I and other attorneys in my firm spent time speaking with Class Members and interacting with Defense Counsel and the Settlement Administrator on notice and settlement administration issues. We will spend additional time working with Defense Counsel, the Settlement Administrator, speaking with Class Members, finalizing this motion, preparing and filing the final approval motion, and preparing for and attending the final fairness hearing.

Preliminary approval and the notice process:

27. As noted, on September 4, 2025, the Court granted preliminary approval of the proposed class action and PAGA action settlement on the terms set forth in the Amended Stipulation. *See* **Exhibits 2 and 3.**

28. Pursuant to the Court's Preliminary Approval Order, the settlement Class consists of "All individuals classified as independent contractors by Defendant who performed inspections in California as real property inspectors at any time between April 22, 2016 and May 30, 2024, inclusive who have not signed release agreements that cover the entire Class Period or opt-ed out

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of the Action." The Class Period is the period from and including April 22, 2016 through May 30, 2024. In this declaration, the members of the proposed Class are referred to as the "Class Members."

29. "Aggrieved Individuals" are defined to mean "all current and former real property inspectors who contracted with Defendant in California at any time or times during the PAGA Period." The PAGA Period is the period from and including April 16, 2019 through January 22, 2025. There are 539 Aggrieved Individuals. All but 128 are also Class Members.

30. The notice procedure set forth in the Amended Stipulation and approved by the Court required Phoenix to distribute notice of the class settlement through U.S. mail. Taylor Mitzner of Phoenix has submitted a declaration providing details of the notice process and Class Member response. The Phoenix Declaration is being filed concurrently herewith.

31. Set forth below is a summary of the information contained in the Phoenix Declaration.

32. In accordance with the Preliminary Approval Order, Defendant provided Phoenix with the Class Data on September 23, 2025. The Class Data identified 579 current and former inspectors who meet the class definition, their contact information, and the number of Qualified Inspections and Qualified Pay Periods that each worked during the Class Period. The Class Members performed a total of 535,427 Qualified Inspections and the Aggrieved Individuals worked a total of 16,972 Qualified Pay Periods.

33. On October 7, 2025, Phoenix mailed the Notice 579 Class Members and an additional 128 Aggrieved Individuals who were also not Class Members, totaling 707 unique individuals.[4].

34. No Notices were returned by the Post Office as undeliverable. Ultimately, Phoenix successfully mailed 707 of the 707 Notices; a 100% success rate for the mailing.

35. Class Members did not have to submit a claim submission to receive a settlement payment. All Class Members had 45 days from the date that Phoenix mailed the Class Notice to

[4] There are a total of 539 Aggrieved Individuals for PAGA purposes, most are also Class Members and thus received a single Notice in this action.

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opt out of or object to the settlement. The deadline to opt out or object was November 21, 2025. Phoenix received no objections or opt outs, timely or late. Class Counsel has not received any objections or opt outs, timely or late.

36. The Class Notice provided Class Members with information on how to dispute the number of Qualified Inspections stated on their individualized Notice. No disputes were received, timely or late.

37. As noted, Class Members did not have to file a claim to participate in the settlement. Class Members who did not opt out of the settlement are referred to as Settlement Class Members. The estimated final Net Settlement Amount is $508,244.91. Because no Class Member opted out of the settlement, all are "Settlement Class Members" and will receive an average Individual Settlement Payment of approximately $877.80 ($508,244.91/579 Class Members).

Class Counsel's Assessment of the Fairness of the Settlement:

38. Based on my years of experience and my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Amended Stipulation is fair, reasonable, and adequate and it is in the best interests of the settlement class considering all known facts and circumstances and the expenses and risks inherent in litigation. I am familiar with many class action settlements involving employment issues and have a strong understanding of the trends in the value of settlements. I also have personally settled multiple class action cases involving alleged unpaid wages practices. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Class Members.

39. The Amended Stipulation sets forth all terms of the agreement reached by the Parties. The settlement is a good compromise for the damages of absent Settlement Class Members. The settlement provides that Defendant will pay a Maximum Settlement Amount ("MSA") of $935,500 to resolve the claims covered by the settlement. The settlement is non-reversionary.

40. After subtracting the Class Representative Incentive Award/General Release Payment (estimated to be $10,000), the Class Counsel Award (estimated to be $311,833.33 in fees,

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and $70,421.67 in costs), the PAGA Payment ($25,000), and the Settlement Administration Costs (capped at no more than $10,000) from the Maximum Settlement Amount, the resulting Net Settlement Amount ("NSA") is an estimated $508,244.91

41. The Amended Stipulation provides that the NSA will be distributed on a pro-rata basis based on the number of Qualified Inspections worked by each Class Member during the Class Period. Each Settlement Class Member will be assigned a share calculated by dividing his or her total number of Qualified Inspections by the total number Qualified Inspections for the entire Settlement Class, which is that person's Payment Ratio. The Payment Ratio then will be multiplied by the NSA to determine that Settlement Class Member's Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than $25. Because no Class Member opted out, the average Individual Settlement Payment will be approximately $877.80 ($508,244.91/579 Class Members).

42. The Parties agreed to allocate $25,000 of the MSA to settle the PAGA claims, referred to as the PAGA Payment. Labor Code § 2699(i) requires that the LWDA receive 75% ($18,750) of the PAGA settlement amount and Aggrieved Individuals receive 25% ($6,250). Using the Aggrieved Individual Data that Defendant will provide, the Settlement Administrator will calculate the total Qualified Pay Periods for all Aggrieved Individuals. The respective Qualified Pay Periods for each Aggrieved Individual will be divided by the total Qualified Pay Periods for all Aggrieved Individuals, resulting in the Payment Ratio – Aggrieved Individual for each Aggrieved Individual. Each Aggrieved Individual's Payment Ratio – Aggrieved Individual will then be multiplied by the $6,250 portion of the PAGA Payment allocated for distribution to the Aggrieved Individuals to calculate each Aggrieved Individual's PAGA Payment.

43. Prosecution of this case has resulted in tangible benefits for the Settlement Class Members in the following respects. Through this settlement: (1) Settlement Class Members will receive their recoveries now as opposed to waiting additional time for the same, or possibly a worse, result; (2) Settlement Class Members will receive a guaranteed result that compares favorably with similar class action settlements of this type; and (3) settlement at this juncture will

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translate into significant savings in Class Counsel's fees and costs which inevitably would have increased had the case progressed through trial, appeals, etc.

44. While the 535,427 final number of Qualified Inspections is larger than the estimated 430,882 Qualified Inspections provided in Plaintiff's preliminary approval papers, the Class members have unanimously approved the settlement. There is not a single opt-out or objection. The absolute lack of objections and opt-outs speaks volumes about the fairness, reasonableness and adequacy of this settlement. Each class member will receive, on average, a gross settlement payment of $877.80. This a substantial benefit in relation to the claimed harm and justifies the final approval of the settlement.

45. Notably, Defendant has legal and factual grounds for defending this action, creating significant risk to the Class Members in continuing the litigation. Defendant asserts, for example, that it has always complied with the California Labor Code, the California Wage Orders, and all applicable California state law.

46. Further, recent California Supreme Court case law has interpreted the "good faith" defense in a manner that makes it more difficult for employees to obtain certain penalties, including Labor Code § 203 waiting time penalties.[5] *Naranjo II* found that, if an employer who reasonably believes that its conduct was lawful, it will not be subject to penalties that are intended to deter willful or intentional misconduct.[6] In other words, *Naranjo II* approved a relatively low bar for establishing a good faith defense to avoid Labor Code § 203 penalties.[7] Defendant also has contended that Plaintiff would lose a decertification motion.

47. Taking Defendant's proposed defenses into account, I believe the settlement offers the Settlement Class Members the opportunity to obtain a monetary settlement payment now, avoiding the risks that Defendant might succeed in any of its arguments.

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[5] *Naranjo v. Spectrum Sec. Serv., Inc.* (2024) 15 Cal.5th 1056, 1077-81 ("*Naranjo II*"). Although the Court addressed whether a good faith defense exists for the "knowing and intentional" requirement for Labor Code § 226(e)(1) penalties, the Court did so by analyzing the "willfulness" requirement for Labor Code § 203 penalties, finding the two should be harmonized. *Id.*

[6] *Id.* at 1077-81.

[7] *Id.* at 1078 ("'[s]o long as no other evidence suggests the employer acted in bad faith, presentation of a good faith defense, based in law or fact, will negate a finding of willfulness,'" quoting *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204 and citing other cases).

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48. Exemplifying the overwhelming support that the absent Class Members have demonstrated for this settlement is the fact that not one of the 579 Class Members opted out of or objected to the settlement. The absolute lack of objections and opt-outs speaks volumes about the fairness, reasonableness and adequacy of this settlement.

Residual funds:

49. Pursuant to the Court's Preliminary Approval Order and the Amended Stipulation, the Class Members' settlement checks will be valid for 180 days from the date of issuance. *See* Exhibits 1 and 2. The Settlement Administrator will send a postcard reminder to Settlement Class Members before the check void date. The settlement provides that, after the check void date – and with Court approval, the Settlement Administrator will send any funds from uncashed checks to St. Jude's Children's Research Hospital.

Suitability of the Settlement Class for Certification

50. As the Court found at the preliminary approval stage, the Settlement Class should be conditionally certified for settlement purposes.[8] The Court does not need to revisit the Class Certification Order certifying the class because there are no facts that would affect the Court's reasoning have changed. Importantly, the proposed settlement provides relief for the same persons as the certified class. The Parties agreed that, for the purpose of settlement, the Class Members are defined – substantively similar to the Class Certification Order – as all individuals classified as independent contractors by Defendant who performed inspections in California as real property inspectors at any time between April 22, 2016 and May 30, 2024, inclusive, who have not signed release agreements that cover the entire Class Period or opt-ed out of the Action.

51. Since the Court certified the class, the Class Representative, who is Plaintiff Collins, has continued to prosecute vigorously the claims on behalf of the certified class and thus, no new facts should affect her appointment as settlement Class Representative. The settlement also provides that the settlement Class should be represented by current Class Counsel Eric A. Grover and Robert W. Spencer of Keller Grover LLP and no new facts affect that provision. Thus, the Court should conditionally certify the proposed Class solely for settlement purposes.

[8] Ex. 5 at pp.7-8, § D.

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Class Representative Incentive Award/General Release Payment:

52. It is appropriate to recognize the contribution of Plaintiff Collins in prosecuting this litigation. I believe it is fair and reasonable that Plaintiff Collins receive a $10,000 incentive award. Plaintiff Collins is the Class Representative for the certified class and the Settlement Class and actively and aggressively has represented the class members during this five-year litigation. Plaintiff was an essential element in the successful prosecution and ultimate settlement of this case and was always available to provide her input on the litigation, gather evidence, and provide other information that proved critical to the prosecution. Plaintiff Collins also was deposed by Defendant. Further, Defendant no longer provided Plaintiff inspection work after she initiated this action.

53. The proposed enhancement is fair given the amount of time and effort that Plaintiff spent on assisting in the prosecution of this case and the personal hardship and pressure faced because of filing this wage and hour lawsuit against Defendant. In addition, Plaintiff Collins will provide a general release of her individual claims against Defendant, which is much broader than the limited release that will apply to the Settlement Class Members. Plaintiff is providing a declaration outlining her efforts on behalf of the certified class and Settlement Class Members with the motion for fees and costs.

Attorneys' Fees and Costs:

54. Class Counsel is seeking a fee award of $311,833.33, which is one-third of the total amount that Defendant is required to pay to fund the settlement. The percentage sought is reasonable because it is within the range for fee awards in similar common fund settlements and considering the risks Class Counsel undertook in accepting this case given its contingent nature, the quality of the representation we provided to the Class, the results achieved, and the preclusion of other employment, as discussed below.

55. Furthermore, the reasonableness of the percentage requested is confirmed by a cross-check under the lodestar method, as the following information regarding Keller Grover's hourly rates and time spent demonstrates.

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56. Through December 10, 2025, attorneys at Keller Grover LLP spent over 1,023 hours litigating this case engaged in the litigation activities discussed above, along with other necessary tasks required to litigate the certified class action listed below. I expect that attorneys at Keller Grover will spend at least another 15 hours finalizing this motion, preparing for and participating in Final Approval Hearing, speaking with Settlement Class Members and dealing with settlement administration issues, both pre- and post-final approval. The necessary tasks in which the attorneys in my firm have engaged while litigating this action include:

- Drafted the complaint and First Amended Complaint.
- Drafted written discovery.
- Conducted and defended depositions.
- Reviewed discovery produced by Defendant.
- Prepared joint status conference filings and participated in status conferences.
- Drafted mediation information requests for three separate mediation sessions.
- Analyzed the mediation data produced by Defendant for each mediation session.
- Prepared damage calculations for each mediation session.
- Prepared for and attended three all-day mediation sessions.
- Drafted the long-form settlement agreement.
- Drafted the preliminary approval motion.
- Drafted supplemental briefing and the amended settlement agreement.
- Attended the hearing for the preliminary approval motion.
- Communicated with counsel for Defendant concerning all aspects of the litigation.
- Drafted the final approval motion and motion for fees and costs.
- Worked extensively with the Court-approved Settlement Administrator.
- Communicated with Class Members.

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- Communicated with Plaintiff throughout the litigation and settlement process.

57. The following chart summarizes the hours expended by Class Counsel at Keller Grover LLP in connection with this litigation through December 10, 2025:

NAME	POSITION	BAR ADMISSION	RATE	HOURS[9]	BILLING
Eric A. Grover	Partner	1988	$1050	148.10	$155,505.00
Elizabeth Acevedo	Sr. Associate	2003	$750	190.50	$142,875.00
Robert Spencer	Sr. Associate	2005	$750	685.30	$513,975.00
Total Lodestar:					**$513,975.00**

58. The rates used to calculate our attorneys' fees in this case are our current 2025 rates. My partner and I periodically establish hourly rates for all billable personnel in my firm. We set the rates based on our regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, we obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. We set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher or most aggressive end of the spectrum despite our belief that our work product and efficiency and general quality of representation is at the upper end of that continuum.

59. My reasonable hourly rate for this matter is $1,050 per hour. This rate is based on my 37 years of experience and substantial involvement in class actions, including serving as lead

[9] The billing records are attached hereto as **Exhibits 8, 9, and 10**. In an exercise of billing judgment, some time entries were reduced or eliminated and the total time spent by each attorney has been rounded down to the nearest whole number.

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or co-lead counsel in scores of employment, consumer, and privacy class and representative actions.

60. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern California Gould School of Law and, throughout her career, has represented plaintiffs in employment, consumer, privacy and securities class actions. Ms. Acevedo worked at Keller Grover for approximately 12 years through 2019 and continued to work for the firm in an Of Counsel capacity until she returned full-time to the firm in 2022. Ms. Acevedo's current reasonable hourly rate is $750.

61. Robert W. Spencer, Esq. is a 2005 graduate of the Loyola Law School of Los Angeles. Mr. Spencer has spent his entire career at Keller Grover LLP and specializes in representing plaintiffs in consumer, privacy, and employment class and representative actions. Mr. Spencer's current reasonable hourly rate is $750.

62. Keller Grover's rates are in line with Bay Area attorney rates and rates for class action litigators across California.

63. Recent Northern District case law describing hourly rates by comparable attorneys in similar complex class actions supports that Plaintiff's Counsel's fee request is within the range of the Bay Area market. *See e.g.*, *Acosta v. Frito-Lay, Inc.* (N.D. Cal. May 14, 2018) No. 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75998, at *37-39 (finding rates in wage and hour class action between $330 and $890 to be reasonable); *Nitsch v. DreamWorks Animation SKG Inc.* (N.D. Cal. June 5, 2017) No. 14-cv-04062-LHK, 2017 U.S. Dist. Lexis 86124, at *32-33 (finding rates of lead counsel between $870 and $1,200 per hour reasonable and rates between $275 and $750 for other counsel to be reasonable); *O'Bannon v. NCAA* (N.D. Cal. July 13, 2015) No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at * 14 (finding similar range of hourly rates in 2015 from $985 to $250 for class counsel experienced in complex class actions to be reasonable); *Williams v. SuperShuttle Int'l, Inc.* (N.D. Cal. Feb. 12, 2015) No. 12-CV-06493-WHO, 2015 U.S. Dist. LEXIS 19341, at *5 (finding similar range of hourly rates in 2015 from $750 to $325) for class counsel experienced in complex employment class actions to be reasonable).

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64. The following cases looking at rates between six and nine years ago also support Class Counsel's rates: *Steinfeld v. Discover Fin. Servs.* (N.D. Cal. Mar. 31, 2014) No. C 12-01118 JSW, 2014 U.S. Dist. LEXIS 48540, at **4-5 (finding similar range of hourly rates (from $725 to $415) for class counsel experienced in complex consumer class actions to be reasonable and comparable to rates of attorneys doing similar work in the Bay Area community); *Vedachalam v. Tata Consulting Serv. Ltd.* (N.D. Cal. July 18, 2013) No. C 06–0963 CW, 2013 U.S. Dist. LEXIS 100796, at *8 (finding similar range of hourly rates (from $725 to $425) of class counsel experienced in complex employment and consumer class actions to be reasonable and comparable to rates charged by other attorneys in the field); *Bolton v. U.S. Nursing Corp.* (N.D. Cal. Oct. 18, 2013) No. C 12–4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15 (approving similar range of hourly rates (from $725 to $395) in complex class action); *Greko v. Diesel U.S.A., Inc.* (N.D. Cal. Apr. 26, 2013) No. 10-CV-02576 NC, 2013 U.S. Dist. LEXIS 60114, at *35 (approving similar range of hourly rates (from $700 to $300) for attorneys experienced in employment class action field); *Wren v. RGIS Inventory Specialists* (N.D. Cal. April 01, 2011) 2011 U.S. Dist. LEXIS 38667, at **52-62 (approving similar range of hourly rates (from $725 to $250) in complex employment class action, citing the multiple declarations by counsel and other Bay Area plaintiffs' attorneys who affirmed the rates were at market).

65. Keller Grover's lodestar through December 10, 2025 is $513,975.00.

66. Future work will incur approximately $11,250 in lodestar. Including the anticipated future work, the requested attorneys' fees of $311,833.33 represents a negative 0.59 multiplier on the total anticipated final lodestar in excess of $525,225.

67. Contingent Nature of Case and Risk to Counsel: Class Counsel anticipates that this Court can appreciate that litigating a class action case against corporate defendants represented by excellent law firms is not appealing to many lawyers, particularly when the plaintiff's lawyers will have to finance the litigation. This case was taken on a contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type of litigation can be quite a burden.

68. Even with my extensive experience litigating class action cases, prosecuting these cases still carries a considerable amount of risk. This case involved significant uncertainty and

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risk, both in not prevailing on the merits and in decertification. Defendant disputes Plaintiff's ability to maintain class certification, prove class-wide liability for any violations of California Labor Code, and obtain an award of damages for the class. The Parties therefore faced complicated legal issues concerning class certification and establishing class liability.

69. Quality of Representation and Results Achieved: The nature of class action work and the expertise of the attorneys in my firm also justify our hourly rates as well. I and the attorneys who worked on this case have expertise in representing employees in similar class actions and have provided the Settlement Class with an exceptional quality of representation.

70. Because of that experience, we were able to resolve the action efficiently and fairly and obtain significant monetary benefits for the Settlement Class Members, as described above. The success achieved by the settlement supports Class Counsel's fee request.

71. No Class Member opted-out or objected. The overwhelming rate of acceptance of the settlement by the Class Members supports Class Counsel's fee request.

72. Preclusion of Other Work: A practice like ours can only properly litigate a limited number of cases at one time. The requirements of this case were significant. Had we not reached a settlement with Defendant, the demands of litigating this case would have required a significant portion of our resources. Thus, we were precluded from taking other cases due to the demands of this case.

73. Class Counsel is requesting a fee award that equals 33.33% of the total maximum settlement value. This fee award is supported by a lodestar review and applicable case law. My experience in class actions as well as my review of fee awards in similar actions support my conclusion that the fee request is reasonable and in line with the common practice in this type of case.

Class Counsel's Costs:

74. Keller Grover LLP's costs to date are $70,121.76 and include mediation fees, expert consultant fees, filing fees, photocopies, legal research fees, vendor charges, and mailing charges. These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to incur additional costs of approximately $300.00 through the rest of the case for filing fees and service

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costs. A true and correct copy of an itemized list of costs incurred by Keller Grover to date in this action is attached hereto as **Exhibit 11.**

75. Class Counsel is requesting a total of $70,421.76 in costs.

76. Thus, Class Counsel is seeking $311,833.33 in attorneys' fees and $70,421.76 in costs, a total of $382,255.09.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on this 22nd day of December 2025 at San Francisco, California.

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EXHIBIT 1

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Attorneys for Defendant
National Insurance Inspection Services, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLA COLLINS on behalf of herself, and all others similarly situated,

Plaintiff,

v.

NATIONAL INSURANCE INSPECTION SERVICES, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 20STCV15619

CLASS ACTION

AMENDED JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE OF CLAIMS

IT IS HEREBY STIPULATED, by and between Plaintiff Carla Collins ("Plaintiff"), individually and on behalf of the Settlement Class, and Defendant National Insurance Inspection Services, Inc. ("Defendant"), and subject to approval by the Court, that the Action is hereby compromised and settled under the terms and conditions set forth in this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (the "Stipulation") and that the Court shall make and enter judgment subject to the definitions, recitals and terms set forth in this Stipulation.

I. DEFINITIONS

A. "Action" shall mean the civil action entitled *Carla Collins v. National Insurance Inspection Services, Inc.*, Los Angeles County Superior Court Case No. 24STCV15619, filed on April 22, 2020.

B. "Agreement" or "Settlement Agreement" or "Stipulation" means this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims.

C. "Aggrieved Individuals" means all current and former real property inspectors who contracted with Defendant in California at any time or times during the PAGA Period. All Aggrieved Individuals are also Class Members.

D. "Aggrieved Individual Data" means information regarding Aggrieved Individuals that Defendant will compile from its available existing records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all the following information: (i) each Aggrieved Individual's full name; (ii) each Aggrieved Individual's last-known address; (iii) each Aggrieved Individual's Social Security Number; and (iv) the total number of payments made to each Aggrieved Individual during the PAGA Period.

E. "Class Counsel" means the attorneys of record for the Class Representative and Class Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market Street, San Francisco, California 94103.

F. "Class Counsel Award" means an award of attorneys' fees, expenses, and litigation costs granted to Class Counsel and paid from the Maximum Settlement Amount in recognition of their efforts and risks in prosecuting the Action.

G. "Class Data" means information regarding Class Members that Defendant will compile from its available and existing records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all the following information: (i) each Class Member's full name; (ii) each Class Member's last-known address; (iii) each Class Member's Social Security Number; and (iv) the total number of inspections performed by each Class Member during the Class Period.

H. "Class Members" means all individuals classified as independent contractors by Defendant who performed inspections in California as real property inspectors at any time between April 22, 2016 and May 30, 2024, inclusive who have not signed release agreements that cover the entire Class Period or opt-ed out of the Action. An individual Class Member also may be an Aggrieved Individual if he or she falls within the "Aggrieved Individual" definition.

I. "Class Period" shall mean the time period from and including April 22, 2016 through May 30, 2024.

J. "Class Representative Incentive Award/General Release Payment" means the amount that the Court authorizes to be paid to the Plaintiff from the Maximum Settlement Amount, in addition to the Plaintiff's Individual Settlement Payment and Individual PAGA Payment, in recognition of her effort and risk in assisting with the prosecution of the Action.

K. "Class Representative" means the Plaintiff Carla Collins.

L. "Complaint" means the operative Class and Representative Action Complaint filed in Los Angeles County Superior Court on April 22, 2020.

M. "Court" means the Los Angeles County Superior Court.

N. "Defendant" means National Insurance Inspection Services, Inc.

O. "Defense Counsel" means Jeffrey G. McClure and Anne Kelson Hummel of Davenport Gerstner & McClure, APC, 2540 Camino Diablo, Suite 200, Walnut Creek, California 94597.

P. "Effective Date" shall be the date of the later of the following: (a) if there are no objections submitted, at the time of entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, or (b) if there are objections to the settlement, 65 calendar days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the settlement has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further judicial remedies or relief.

Q. "Final Approval Order and Judgment" means the Court's order granting final approval of the Settlement. The Final Approval Order and Judgment will be posted on the Settlement Administrator's website.

R. "Individual PAGA Payment" means the amount payable to each Aggrieved Individual from the PAGA Payment. An individual who is entitled to both an Individual Settlement Payment and an Individual PAGA Payment will receive one check incorporating both amounts.

S. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member. An individual who is entitled to both an Individual Settlement Payment and an Individual PAGA Payment will receive one check incorporating both amounts.

T. "LWDA" means the California Labor & Workforce Development Agency.

U. "LWDA Payment" means the 75% of the $25,000 PAGA Payment (i.e., $18,750) that will be paid to the LWDA pursuant to PAGA.

V. "Maximum Settlement Amount" means $935,500, which includes all payments to Settlement Class members, payment of the Class Counsel Award, payment of the Class

Representative Incentive Award/General Release Payment, the PAGA Payment, and payment to the Settlement Administrator for settlement administration expenses. This is an all-in and non-reversionary Settlement.

W. "Net Settlement Amount" means the amount that remains after deducting the Class Representative Incentive Award/General Release Payment (estimated to be $10,000), the Class Counsel Award (estimated to be $311,833 in fees and no more than $75,000 in costs), the PAGA Payment ($25,000), and the Settlement Administration Costs (capped at no more than $10,000) from the Maximum Settlement Amount, resulting in a Net Settlement Amount of an estimated $503,667.

X. "Notice of Class and PAGA Action Settlement" means the notice substantially similar to the notice attached to this Stipulation as **Exhibit 1**.

Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq*.

Z. "PAGA Payment" means the $25,000 portion of the Maximum Settlement Amount that is allocated to the settlement of claims for civil penalties under PAGA, 25% ($6,250) of which will be paid to the Aggrieved Individuals and 75% ($18,750) of which will be paid to the LWDA.

AA. "PAGA Period" means the period from and including April 16, 2019 through January 22, 2025, inclusive.

BB. "PAGA Released Claims" means any and all claims for civil penalties under PAGA based on the labor code violations alleged in the PAGA notice sent by Plaintiff to the LWDA.

CC. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

DD. "Payment Ratio – Aggrieved Individual" means the respective number of Qualified Pay Periods for each Aggrieved Individual divided by the total number of Qualified Pay Periods for all Aggrieved Individuals.

EE. "Payment Ratio – Class Member" means the respective number of Qualified Inspections performed worked by each individual Settlement Class Member (1) who did not sign a release that covers the entire Class Period and (2) who does not opt-out of the class action portion of the Settlement divided by the total number of Qualified Inspections worked by all Settlement Class Members who do not opt-out of the class action portion of the Settlement.

FF. "Plaintiff" shall mean the named Plaintiff Carla Collins.

GG. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of the Settlement.

HH. "Preliminary Approval Order" means an order granting preliminary approval of the Settlement.

II. "Qualified Inspections" means each inspection performed by Class Members for Defendant in California during the Class Period (as reflected in Defendant's records of each Class Member's dates of inspections and pay records). If a Class Member signed a release that covers part of the Class Period, only those inspections performed during the period not covered by the release will count as Qualified Inspections.

JJ. "Qualified Pay Periods" means the number of times (as reflected in Defendant's records) that each Aggrieved Individual received a check for inspection work performed for Defendant in California during the PAGA Period.

KK. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that will be set up by the Settlement Administrator and into which the Maximum Settlement Amount shall be deposited and from which disbursements shall be made.

LL. "Released Claims" means and includes any and all causes of action, claims, rights, statutory damages, liabilities, expenses, and losses against the Released Parties arising between April 22, 2016 and May 30, 2024, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201, 202, 203, 204, 221, 224, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2750.3, and 2802 and Business &

Professions Code §§ 17200, *et seq*. based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period. This provision is not effective until the Defendant fully funds the Maximum Settlement Amount.

MM. "Released Parties" shall mean Defendant National Insurance Inspection Services, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

NN. "Response Deadline" means the date 45 calendar days after the Settlement Administrator first mails the Notice of Class and PAGA Action Settlement to Class Members and is the last date on which Class Members may submit Requests for Exclusion or a Notice of Objection to the Settlement. Class Members may only submit Requests for Exclusion with respect to the class action component of this settlement. Aggrieved Individuals shall have no right to opt out of the PAGA portion of the Settlement. .

OO. "Settlement" means the disposition of the Action pursuant to this Agreement.

PP. "Settlement Administrator" means Phoenix Settlement Administrators.

QQ. "Settlement Class Members" means all Class Members who do not submit a valid Request for Exclusion. All Settlement Class Members will automatically receive an Individual Settlement Payment without the need to submit a claim form. Settlement Class Members will release all of the Released Claims and be bound by all terms of the Settlement and any final judgment entered in this Action.

II. RECITALS

A. Class Certification. The Parties stipulate and agree to certification for purposes of this Settlement only. This Agreement is subject to approval by the Court and is made for the

sole purpose of consummating settlement of the Action. Should the Settlement not become final and effective as provided herein, class certification shall immediately be set aside and the Settlement Class immediately decertified, subject to further proceedings on the motion of any party to certify or deny certification thereafter. The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.

B. Settlement Negotiations. The Parties participated in a private mediation session with respected mediator Brandon McKelvey, Esq. and engaged in good faith, arms-length settlement negotiations. As part of the process, the Parties exchanged the information necessary to engage in productive settlement negotiations. The negotiations resulted in the Settlement described in this Stipulation to resolve this Action in its entirety.

C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings that would be necessary to litigate their disputes through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks regarding the outcome of further litigation and the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages and civil penalties for the Class Members and Aggrieved Individuals. Based on these factors, Plaintiff and Class Counsel have determined that the terms set forth in this Agreement represent a fair, adequate, and reasonable settlement and are in the best interests of the Class Members, the LWDA, and the Aggrieved Individuals.

D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of

Defendant's time and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. In reaching its decision to enter into this Settlement, Defendant also has taken into account the risks of further litigation. Defendant denies each of the allegations and claims asserted against it in the Action. Despite continuing to contend that it is not liable for any of the claims that Plaintiff has asserted, Defendant nonetheless has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims asserted in the Action.

E. Class Members' Claims. The Class Representative contends that the allegations have merit and give rise to liability on Defendant's part. This Agreement is a compromise of disputed claims. The monies being paid as part of the Settlement are genuinely disputed and the Parties agree that the provisions of California Labor Code § 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to whether any wages are due, the release of claims does not violate California Labor Code § 206.5, which provides in pertinent part as follows:

> An employer shall not require the execution of any release of any claim or right on account of wages due or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.

Cal. Lab. Code §206.5(a). Nothing contained in this Agreement, no documents referred to in this Agreement, and no action taken to carry out this Agreement may be construed or used as an admission by or against the Class Members or Class Counsel regarding the merits or lack of merit of the claims asserted.

F. Aggrieved Individuals' Claims. Plaintiff contends that the PAGA allegations have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this settlement. Nothing contained in this Agreement, no documents referred to in this Agreement and no action taken to carry out this Agreement may be construed or used as

an admission by or against the Aggrieved Individuals or Class Counsel as to the merits or lack of merit of the claims asserted.

G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. The monies being paid as part of the Settlement are genuinely disputed and the Parties agree that the provisions of California Labor Code § 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to whether any wages are due, the release of claims does not violate California Labor Code § 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement, and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack of merit of the claims asserted.

III. TERMS OF AGREEMENT

A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sums specified in this Agreement, i.e., the Maximum Settlement Amount. In no event shall Defendant be required to pay more than the Maximum Settlement Amount.

B. Limited Release by All Settlement Class Members. As of the date Defendant provides the Settlement Administrator the Maximum Settlement Amount as required by section III.M of this Agreement, and in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members will fully release and discharge the Released Parties from the Released Claims for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action which are the subject matter of the Released Claims. Nonetheless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class Members shall be deemed to have, and, by operation of the final judgment approved by the Court shall have, fully,

finally, and forever settled and released all of the Released Claims as defined in this Agreement.

C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange for the consideration set forth in this agreement, Plaintiff makes the additional following general release of all claims, known or unknown: Plaintiff releases Defendant and the Released Parties, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's contract with Defendant through the end of the Release Period as well as any and all acts or omissions by or on the part of Defendant through the end of the Release Period. (The release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiff's General Release.") With respect to the Plaintiff's General Release, the Plaintiff stipulates and agrees that, upon the date Defendant provides the Settlement Administrator the Maximum Settlement Amount as required by section III.M of this Agreement, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained in the Plaintiff's General Release shall be effective as to all unknown claims.

However, specifically excluded from this general release of claims by Plaintiff are any claims for or relating to workers' compensation, unemployment insurance, or any other claims that cannot be waived by law.

D. PAGA Release: As of the date Defendant provides the Settlement Administrator the Maximum Settlement Amount as required by section III.M of this Agreement, Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release the Released Parties of and from any and all claims for civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the PAGA notices Plaintiff sent to the LWDA for the PAGA Period, i.e., the "PAGA Released Claims." To avoid and prevent doubt, the Parties agree that the judgment to be entered by the Court following approval of this settlement forever bars Plaintiff and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the PAGA Released Claims against any of the Released Parties.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all the following events:

1. The Court enters a Preliminary Approval Order granting preliminary approval to the Settlement;
2. The Court enters a Final Approval Order and Judgment;
3. The final Effective Date occurs; and
4. Defendant does not invoke its right to revoke the Settlement as described in Paragraph III.S herein.

F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or final approval of this Agreement with prejudice, the Settlement fails to become effective, or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

1. This Agreement shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

G. Certification of the Settlement Class. The Parties reaffirm class certification of the Settlement Class for the Class Period as follows:

1. Plaintiff Carla Collins shall be reaffirmed as the appointed Class Representative.

2. Eric A. Grover and Robert W. Spencer of Keller Grover LLP shall be reaffirmed as the appointed Class Counsel.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for by this Stipulation, and Plaintiff, Settlement Class Members, Aggrieved Individuals and Defendant are not relying on any statement or representation by the Parties in this regard. Plaintiff and Settlement Class Members understand and agree that they will be responsible for the payment of their respective portions of any taxes and penalties assessed on the Class Representative Incentive Award/General Release Payment, Individual Settlement Payments, and Individual PAGA Payments described in this Stipulation and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of all such payments.

I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class Members, acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United

States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party: (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including, as to tax counsel, tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Preliminary Approval and supporting papers, which shall include this Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at least five calendar days before filing the documents.

K. Settlement Administrator. By accepting the role as Settlement Administrator, the Settlement Administrator is bound to all of the terms, conditions, and obligations described in this Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and exclusive responsibility for calculating Individual Settlement Payments and Individual PAGA Payments; processing and transmitting payments to the Class Representative, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved Individuals; printing the Notice of Class and PAGA Action Settlement and mailing it to the Class Members and Aggrieved Individuals as directed by the Court; receiving, processing, and reporting Requests for Exclusion and Notices of Objection; sending a postcard reminder to Settlement Class Members and Aggrieved Individuals 30 days before the check void date; distributing tax forms; providing declaration(s) as necessary in support of preliminary and/or final approval of this

Agreement; posting a copy of the Final Approval Order and Judgment and any amended judgment on the Settlement Administrators website for a period of one year after such judgment is entered; and such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all of the Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of Individual Settlement Payments, Individual PAGA Payments or any other distribution of monies contemplated by this Agreement.

L. Notice Procedure.

1. Class Data and Aggrieved Individual Data. No later than 21 calendar days after the Preliminary Approval Date and only after Defendant receives sufficient and reasonable assurance that the Settlement Administrator will maintain the confidentiality of the Class Data and the Aggrieved Individual Data, Defendant shall provide the Settlement Administrator with the Class Data and Aggrieved Individual Data for purposes of preparing and mailing the Notice of Class and PAGA Action Settlement to Class Members and Aggrieved Individuals, as well as undertaking its other obligations. The Settlement Administrator shall be obligated to keep the Class Data and Aggrieved Individual Data confidential and shall take reasonable and necessary precautions to maintain the confidentiality of the data. The Settlement Administrator shall not distribute or use the Class Data, Aggrieved Individual Data or any information contained therein for any purpose other than to administer this settlement.

2. Notice of Class and PAGA Action Settlement.

a) The Notice of Class and PAGA Action Settlement shall be in a form substantially similar to the form attached to this Stipulation as **Exhibit 1**. The

Notice of Class and PAGA Action Settlement shall instruct Class Members and Aggrieved Individuals to keep the Settlement Administrator apprised of their current mailing addresses, to which the Settlement Payments will be mailed following the Effective Date. The Notice of Class and PAGA Action Settlement shall set forth the release to be given by Settlement Class Members in exchange for an Individual Settlement Payment.

b) The Notice of Class and PAGA Action Settlement shall be individualized by inclusion of each Class Member's number of Qualified Inspections and Qualified Pay Periods and the Settlement Administrator's calculation of each Class Member's estimated gross Individual Settlement Payment (if that Class Member does not request exclusion from the Settlement) and each Aggrieved Individual's estimated Individual PAGA Payment.

3. Notice By First Class U.S. Mail. Upon receipt of the Class and Aggrieved Individual Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than 14 calendar days after receiving the Class and Aggrieved Individual Data from Defendant as provided in this Stipulation, the Settlement Administrator shall mail copies of the Notice of Class and PAGA Action Settlement to all Class Members and Aggrieved Individuals via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member and Aggrieved Individual. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and Aggrieved Individual.

4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is returned to the Settlement Administrator as not having been delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed to it. If no forwarding address is provided, the Settlement Administrator promptly shall

attempt to determine a correct address by lawful use of skip-tracing and by other searches using the name, address and Social Security number of the Class Member or Aggrieved Individual involved and, if another mailing address is identified by the Settlement Administrator, then shall perform a re-mailing to that Class Member or Aggrieved Individual. In addition, if any Notices of Class and PAGA Action Settlement that are addressed to Class Members or Aggrieved Individuals who are contracted with Defendant at the time of mailing are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall so notify Defendant. Defendant then will request that the currently-employed Class Member or Aggrieved Individual provide a corrected address and will transmit to the Administrator any corrected address provided by the Class Member or Aggrieved Individual.

5. Disputes Regarding Qualified Inspections. A Class Member who disagrees with the number of Qualified Inspections stated on that Class Member's Notice of Class and PAGA Action Settlement will have the opportunity to provide documentation and/or an explanation to show a different number of inspections having been performed during the Class Period. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and the amount of any Individual Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

6. Disputes Regarding Administration of Settlement**.** Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the need to involve the Court.

7. Requests for Exclusion.

a) The Notice of Class and PAGA Action Settlement shall state that Class Members who wish to exclude themselves from the class action Settlement must submit a written Request for Exclusion by the Response Deadline to the address provided in the Notice of Class and PAGA Action Settlement. The written Request for Exclusion must state that the Class Member wishes to exclude himself or herself from the class action Settlement and: (1) must contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) must contain a typewritten or handwritten notice stating, in substance, as follows: "I wish to opt out of the Settlement of the class action lawsuit entitled *Collins v. NIIS.*"

b) The Request for Exclusion will not be valid unless it both: (1) is timely submitted; and (2) complies with the requirements set forth above in Paragraph III.L.7(a). The date of the postmark on the return mailing envelope for the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. If the Settlement is approved by the Court, Class Members who have failed to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be Settlement Class Members who are bound by all terms of the Settlement and any final judgment entered in this Action.

c) Any Class Member who requests to be excluded from the class action Settlement will not be entitled to an Individual Settlement Payment and will neither be bound by the terms of the class action Settlement nor have any right to object to, appeal from or comment on the class action Settlement. Nothing in this Settlement Agreement will constitute or be construed as a waiver of

any defense that Defendant or the Released Parties have or could assert against anyone who timely serves a Request for Exclusion.

d) Aggrieved Individuals cannot request to be excluded from the settlement of the PAGA Released Claims. Class Members who are also Aggrieved Individuals cannot request to be excluded from the settlement of the PAGA Released Claims.

e) No later than five calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion.

f) At no time shall any of the Parties or their counsel solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

8. Objections.

a) The Notice of Class and PAGA Action Settlement shall state that Class Members who wish to object to the Settlement must mail to the Settlement Administrator, at the address provided in the Notice of Class and PAGA Action Settlement, a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed to be the exclusive means for determining whether a Notice of Objection was timely submitted.

b) Class Members who submit a timely Notice of Objection will have a right to appear at the final approval hearing to have their objections heard by the Court. The Notice of Objection must be signed by the Class Member and state: (1) the case name and number; (2) the name of the Class Member; (3) the address of the Class Member; (4) the last four digits of the Class Member's Social Security Number; (5) the basis for the objection and any supporting documents; and (6) whether or not the Class Member intends to appear at the final approval hearing. Class Members who fail to make

objections in the manner specified above may be deemed to have waived any objections and to be foreclosed from making any objections to the Settlement, whether by appeal or otherwise. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

c) At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or to appeal from the Final Approval Order and Judgment.

d) Class Members who submit a written Request for Exclusion are not entitled to object to the Settlement. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the Request for Exclusion will be valid and the Notice of Objection will be invalid.

e) The Settlement Administrator shall send all Notices of Objection it receives to Class Counsel and Defense Counsel promptly. Class Counsel will be responsible for filing any such objections with the Court before the final approval hearing. Plaintiff and/or Defendant may file oppositions to any Notices of Objection no later than 10 calendar days before the date of the final approval hearing.

f) Aggrieved Individuals cannot object to the settlement of the PAGA Released Claims. Class Members who are also Aggrieved Individuals cannot object to the settlement of the PAGA Released Claims. Any such objections by Aggrieved Individuals or by Class Members who are Aggrieved Individuals shall be deemed invalid.

g) Defendant shall not be responsible for the fees, costs, or expenses incurred by Plaintiff, Class Counsel or Class Members arising from or related to any objection to the Settlement Agreement or related to any appeals thereof.

M. Funding and Allocation of the Maximum Settlement Amount. This is an all-in and non-reversionary settlement in which Defendant is required to pay the entirety of the

Maximum Settlement Amount. No amount of the Maximum Settlement Fund will revert to Defendant. Upon satisfaction of the preconditions described in this Settlement and pursuant to the timeline and instructions below, Defendant will deposit the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator.

1. Funding Due Date. No later than 21 calendar days after the Effective Date, Defendant shall provide the Maximum Settlement Amount to the Settlement Administrator to fund the Settlement as set forth in this Agreement.

2. Payments to Settlement Class Members and Aggrieved Individuals.

    a) Calculation of Individual Settlement Payments. Every Settlement Class Member is entitled to an Individual Settlement Payment without the need to submit a claim form. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid under the formula set forth in this Stipulation.

        (1) Using the Class Data, the Settlement Administrator will calculate the total number of Qualified Inspections for all Settlement Class Members. The number of Qualified Inspections for each Settlement Class Member then will be divided by the total number of Qualified Inspections for all Settlement Class Members. The result of that division will be the "Payment Ratio" for each Settlement Class Member. Each Settlement Class Member's Payment Ratio then will be multiplied by the Net Settlement Amount to calculate that Settlement Class Member's share of the Net Settlement Amount, except no gross Individual Settlement Payment will be less than $25. A share of the Net Settlement Amount will be provided only to those individuals who satisfy the definition of Settlement Class Members, *i.e.*, Class Members who do not submit a timely and valid Request for Exclusion.

(2) The Parties recognize and agree that the formula provided in this Stipulation for allocating the Net Settlement Amount to be paid to the Settlement Class Members is reasonable and designed to provide a fair settlement to the Settlement Class Members.

b) Calculation of Individual PAGA Payments: Using the Aggrieved Individual Data, the Settlement Administrator will calculate the total number of Qualified Pay Periods for all Aggrieved Individuals. The number of Qualified Pay Periods for each Aggrieved Employee then will be divided by the total number of Qualified Pay Periods for all Aggrieved Individuals. The result of that division will be the Payment Ratio for each Aggrieved Individual. Each Aggrieved Individual's Payment Ratio then will be multiplied by the $6,250 portion of the PAGA Payment that is allocated for distribution to the Aggrieved Individuals to calculate each Aggrieved Individual's respective PAGA Payment.

c) Tax Allocation. The Parties recognize that the settlement amounts to be paid to Settlement Class Members are not for the payment of wages but are amounts paid for the reimbursement of expenses, interest, and penalties. Therefore, no payroll taxes will be deducted from any settlement amounts paid to Settlement Class Members. For tax purposes, Individual PAGA Payments shall be allocated and treated as 100% penalties. The Settlement Administrator will be responsible for issuing and mailing all required IRS Form 1099s.

d) Mailing. The Individual Settlement Payments and Individual PAGA Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' and Aggrieved Individuals' last known mailing addresses no later than 42 calendar days after the Effective Date.

e) Uncashed Checks. All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days from the date of their

issuance. In the event any Individual Settlement Payment or Individual PAGA Payment settlement checks have not been cashed by the check cashing deadline, upon Court approval, the Settlement Administrator shall tender to the funds represented by any such uncashed checks to St. Jude's Children's Research Hospital.

3. Class Representative Incentive Award/General Release Payment.

a) Plaintiff will apply for a Class Representative Incentive Award/General Release Payment of up to $10,000 for her time, effort, and risk in bringing and prosecuting this Action. The Class Representative Incentive Award/General Release Payment shall be in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment.

b) The Settlement Administrator shall pay the Class Representative Incentive Awards/General Release Payment to Plaintiff from the Maximum Settlement Amount no later than 42 calendar days after the Effective Date. Any portion of the requested Class Representative Incentive Award/General Release Payment that is not awarded to the Class Representative shall become part of the Net Settlement Amount.

c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Class Representative Incentive Award/General Release Payment. Plaintiff shall be solely and legally responsible to pay all applicable taxes on the Class Representative Incentive Awards/General Release Payment and Plaintiff shall hold Defendant and the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising because of Plaintiff's Class Representative Incentive Award/General Release Payment.

d) If the Court reduces or does not approve the requested Class Representative Incentive Award/General Release Payment, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding, nor will

Plaintiff seek, request, or demand an increase in the Maximum Settlement Amount on that basis.

4. Class Counsel Award.

a) In consideration for settling the Action and in exchange for the release of the Released Parties for all Released Claims and for the resolution of the PAGA Released Claims, Class Counsel intends to apply for an award of attorneys' fees not to exceed one-third (33.33%) of the Maximum Settlement Amount (i.e., $311,833 of the $935,500 Maximum Settlement Amount), plus actual costs and litigation expenses estimated not to exceed $75,000.

b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved Individuals will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing. The Parties agree that, over and above the Court-approved Class Counsel Award, each of the Parties, including each Settlement Class Member and Aggrieved Individual, shall bear his, her or its own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or settlement of the Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging a Preliminary Approval Order and/or Final Approval Order and Judgment.

c) Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement.

d) The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the Maximum Settlement Amount no later than 42 calendar days after the Effective Date.

e) Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph III.M.4. The

Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this Paragraph.

f) In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, and the Settlement will remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or demand an increase in the Maximum Settlement Amount on that basis.

5. PAGA Payment**.** $25,000 shall be allocated from the Maximum Settlement Amount for settlement and release of claims for civil penalties under PAGA, i.e., the "PAGA Payment." The Settlement Administrator shall pay 75% of that $25,000 payment, i.e., $18,750, to the LWDA (the "LWDA Payment") and the remaining 25% of that $25,000 payment, i.e., $6,250, to the Aggrieved Individuals according to the formula described in Paragraph III.M.2.(b). The payment shall be made no later than 42 calendar days after the Effective Date. Class Counsel will take all action required by California Labor Code § 2699(l).

6. Settlement Administration Costs. The Settlement Administrator shall be paid from the Maximum Settlement Amount for the costs of administration of the Settlement. The Settlement Administrator has agreed to a fee not to exceed $10,000. The Settlement Administrator shall be paid for the settlement administration costs no later than 42 calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement.

N. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited to executing the necessary documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement Agreement. As soon as practicable after executing this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary and Final Approval of this Settlement Agreement. The Parties also

agree to cooperate in the settlement administration process. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. Class Counsel also will notify Defense Counsel if subpoenaed or upon receipt of any other request for documents or information regarding any other action filed or potential action against the Released Parties that covers or includes any Settlement Class Members and the Released Claims or any Aggrieved Individuals and the PAGA Released Claims.

O. Preliminary Approval Motion. Plaintiff will file a motion to request preliminary approval of the settlement, entry of a Preliminary Approval Order for preliminary approval of the proposed Agreement, and the setting of a date for a final-approval hearing. The Preliminary Approval Order shall provide for the Notice of Class and PAGA Action Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction with the preliminary approval motion, Plaintiff shall submit this Agreement, which sets forth the terms of this settlement, and will include the proposed Notice of Class and PAGA Action Settlement.

P. Final Approval Motion. No later than 16 court days before the final approval hearing, Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class Representative Incentive Award/General Release Payment, Class Counsel Award, and Settlement Administration Costs. Plaintiff shall provide a courtesy draft of those motion papers to Defense Counsel at least five calendar days before filing the documents.

1. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final Approval of this Settlement. That declaration shall detail the number of Notices of Class and PAGA Action Settlement mailed and re-mailed to Class Members, the number of undeliverable Notices of Class and PAGA Action Settlement, the number of timely Requests for Exclusion, the number of Notices of Objection received, the amount of the average Individual Settlement Payment, the average Individual PAGA Payment, the settlement administration costs, and any other information that the Parties

mutually agree to include or that the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. The Parties shall present a proposed Final Approval Order and Judgment to the Court, consistent with the terms and conditions of this Agreement, for the Court's approval and judgment thereon.

Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this Agreement if, after the Response Deadline, the number of Class Members who have submitted timely and valid written Requests for Exclusion equals at least 10% of all Class Members. If Defendant exercises the option to terminate this Agreement, (a) Defendant shall provide written notice to Class Counsel within 15 calendar days after the Response Deadline, at which time this Agreement shall be void ab initio, (b) Defendant shall pay all settlement administration costs incurred up through that date and/or as a result of the termination, and (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the Court, the Parties agree to stay all proceedings in the Action, except such proceedings as are necessary or desirable to implement and complete the Settlement.

S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary approval with prejudice, (ii) the Court denies final approval with prejudice, (iii) the Court does not enter a final judgment as provided in this Stipulation, or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately before the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties, except as otherwise specified in Paragraph III.S. If an appeal is filed from the Court's final judgment, or any other

appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. In that event, within 30 calendar days of that notification, the Parties shall pay any costs by equal apportionment that were incurred by the Settlement Administrator before it was notified of the filing of an appeal from the Court's final judgment or of any other appellate review.

T Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

U. Amendment or Modification. This Agreement may be amended or modified only by a written instrument that: (1) is signed by counsel for all Parties or their successors-in-interest; (2) is signed by the Parties or their successors-in-interest; and (3) if the Court's approval is required, is as approved by the Court.

V. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties.

W. Authorization to Enter into Settlement Agreement**.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement, to take all appropriate actions required or permitted to be taken by those Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned or transferred to any third-party or encumbered any claim, or part of a claim, demand, cause of action or any rights herein released and discharged or covered by this Agreement.

X. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the successors or assigns of the Parties to this Agreement, including the Settlement Class Members and the LWDA.

Y. California Law Governs**.** All terms of this Agreement and its Exhibits and any disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Z. Counterparts**.** This Agreement may be executed in one or more counterparts and may by electronically signed. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

AA. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement to be a fair, adequate, and reasonable settlement of this Action and have arrived at this Agreement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential. The Parties further agree that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

BB. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith. The Parties to this Agreement and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection with this Agreement.

CC. Invalidity of Any Provision. Before declaring any provision of this Agreement to be invalid, the Court first shall attempt to construe that provision as valid to the fullest extent possible consistent with applicable precedents so as to hold all provisions of this Agreement valid and enforceable.

DD. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms of this Agreement, the Parties: (1) agree to waive all appeals from any orders of the Court before final approval of the Settlement; and (2) further agree to waive all appeals from the Court's final approval of the Settlement.

EE. Confidentiality of Documents**.** After the expiration of any appeals period, Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all settlement-related documents and other information obtained from the other Party in the Action, unless necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

FF. No Admissions by the Parties. Plaintiff has asserted and continues to assert that the Released Claims and the PAGA Released Claims have merit and give rise to liability on Defendant's part. Defendant has asserted and continues to assert that the Released Claims and the PAGA Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to in this Agreement and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack of merit of the claims asserted. Moreover, nothing contained in this Agreement is a waiver as to any positions, remedies, or other rights of enforcement related to any claims or events not expressly resolved herein.

By signing below, the Parties indicate their approval of the form of this Settlement Agreement and its exhibits.

IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day and year set forth below.

IT IS SO AGREED:

DATED: July 25, 2025

NATIONAL INSURANCE INSPECTION SERVICES, INC.

By: _____

DATED: _____, 2025

CARLA COLLINS

By: _____

APPROVED AS TO FORM:

DATED: _____, 2025

KELLER GROVER LLP

By: _____
ERIC A. GROVER
ROBERT W. SPENCER

Attorneys for Plaintiff
CARLA COLLINS

DATED: July 28, 2025

DAVENPORT GERSTNER & MCCLURE, APC

By: _____
JEFFREY G. MCCLURE
ANNE KELSON HUMMEL

Attorneys for Defendant
National Insurance Inspection Services, Inc.

DATED: _____, 2025

NATIONAL INSURANCE INSPECTION SERVICES, INC.

By: _____

DATED: 7/28/2025, 2025

CARLA COLLINS

By: DocuSigned by: Carla Olivia Collins 119B21DD24CC40B...

APPROVED AS TO FORM:

DATED: July 30, 2025

KELLER GROVER LLP

By: _____
ERIC A. GROVER
ROBERT W. SPENCER

Attorneys for Plaintiff
CARLA COLLINS

DATED: _____, 2025

DAVENPORT GERSTNER & MCCLURE, APC

By: _____
JEFFREY G. MCCLURE
ANNE KELSON HUMMEL

Attorneys for Defendant
National Insurance Inspection Services, Inc.

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
Collins v. National Insurance Inspection Services, Inc.
Case No. 20STCV15619

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.

This class and PAGA action settlement will affect your rights if you worked as a real property inspector in California who contracted with National Insurance Inspection Services, Inc. at any time during the period from and including April 22, 2016 through January 22, 2025.

- Former real property inspector Carla Collins ("Class Representative" or "Plaintiff") sued National Insurance Inspection Services, Inc. ("NIIS" or "Defendant") on behalf of herself and current and former real property inspectors in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law.
- The complaint also alleges that Plaintiff is entitled to recover civil penalties for aggrieved individuals under the California Private Attorneys General Act of 2004 ("PAGA").
- Plaintiff and Defendant have entered a settlement agreement ("Settlement") that settles the Class and PAGA claims brought by the Class Representative on behalf of the current and former real property inspectors who performed inspections in California for NIIS during the period from and including April 22, 2016 through January 22, 2025. The Court has preliminarily approved the Settlement.
- If you performed real property inspections in California for NIIS at any time during the period from and including April 22, 2016 through May 30, 2024 and did not previously sign an individual release of claims that covers that entire period, you are a class member ("Class Member"). If you qualify as a Class Member, you could receive money from the Settlement.
- If you performed real property inspections in California for NIIS at any time during the period from and including April 16, 2019 through January 22, 2025, you are considered an "Aggrieved Individual" under PAGA portion of the Settlement. If you qualify as an Aggrieved Individual, you will receive money from the Settlement of the PAGA claim.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you qualify as a Class Member and do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against NIIS, as explained below. NOTE: Aggrieved Individual may not opt out of the PAGA portion of the Settlement.
OBJECT	If you qualify as a Class Member, write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your

	objection. If the Court approves the settlement, you will receive a Settlement payment.

HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on NIIS' records, your Individual Settlement Payment is estimated to be $_____. This is based on your total Qualified Inspections performed during the Class Period: _____. NOTE: If you only worked for NIIS in California on or after June 1, 2024, you are not a Class Member entitled to an Individual Settlement Payment related to the settlement of the class claims.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on NIIS' records, your Individual PAGA Payment is estimated to be $_____. This is based on your total Qualified Pay Periods during the PAGA Period: _____. NOTE: If you only worked for NIIS in California prior to April 16, 2019, you are not an Aggrieved Individual entitled to a PAGA Payment related to the settlement of the PAGA claims.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Individuals.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you performed real property inspections in California for NIIS during the period from and including April 22, 2016 through January 22, 2025. You received this Notice because you have a right to know about a proposed settlement of a class and PAGA action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed a putative class action lawsuit on April 22, 2020 in Los Angeles County Superior Court (the "lawsuit") asserting causes of action against Defendant on a class-wide and PAGA representative basis for Defendant's alleged misclassification of real property inspectors as independent contractors and claims for: (1) failure to pay meal period premiums; (2) failure to pay rest period premiums; (3) failure to pay minimum wages; (4) failure to pay all wages owed upon separation of employment; (5) failure to timely pay wages during employment; (6) failure to reimburse business expenses; (7) unfair business practices; and (8) civil penalties under the PAGA.

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

In January 2024, the Court decided that Plaintiff's claims could proceed on a class-wide basis. Following that decision, the parties agreed to a settlement after mediation using a neutral third-party mediator. The certified class claims and the PAGA claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement are fair and reasonable in light of the strengths and weaknesses of the claims and other factors.

The Court has not ruled on the merits of Plaintiff's claims. NIIS denies all of Plaintiff's allegations, or that it violated any law, and contends that at all times it complied with federal, state, and local laws. The Settlement is not an admission by NIIS of any wrongdoing or an indication that any law was violated.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who performed real property inspections in California for NIIS at any time during the period from and including April 22, 2016 through May 30, 2024 and did not sign a release agreement that covers that entire period.

A Class Member may also be a member of the group of Aggrieved Individuals, who are defined to include all current and former real property inspectors who performed inspections in California for NIIS at any time during the period from and including April 16, 2019 through January 22, 2025.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it, Defendant will pay a Maximum Settlement Amount of $935,500. This amount is inclusive of all payments contemplated by the Settlement, including all payments to Class Members, an incentive award to Plaintiff, Class Counsel's attorneys' fees and costs, inspector-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Individuals, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the incentive award to Plaintiff, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Aggrieved Individuals and Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated as follows:

- Individual Settlement Payments: Class Members who do not opt out ("Settlement Class Members") are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately $503,667. If you qualify as a Class Member, your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the second page of this Notice.

- Class Representative Incentive Award: Plaintiff will request from the Court an award of $10,000 in recognition of her efforts and the risks in assisting with the prosecution of the lawsuit and in return for executing a General Release of claims against Defendant. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- Class Counsel Award: Class Counsel will request that the Court approve up to 33-1/3% of the Maximum Settlement Amount ($311,833 of the $935,500 settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed $75,000), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- Settlement Administration: The cost of settlement administration shall not exceed $10,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.

- All checks issued to Settlement Class Members shall remain valid and negotiable for 120 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to St. Jude's Children's Research Hospital.

- The $25,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Individuals. Therefore, $18,750 will be distributed to the LWDA and $6,250 will be distributed to Aggrieved Individuals. If you qualify as an Aggrieved Individual, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you qualify as a Class Member and do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund if the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Inspections from NIIS' records used to calculate it, are listed on the second page of this Notice.

HOW IS MY PORTION OF THE SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Inspections, which is the total number of inspections that you performed in California on behalf of NIIS (based on Defendant's records) during the Class Period (April 22, 2016 through May 30, 2024, inclusive). If you signed a release that covers part of the Class Period, only those inspections you performed during the period not covered by the release will count as Qualified Inspections. Your Qualified Inspections will be divided by the total number of Qualified Inspections for all Settlement Class Members, resulting in your Payment Ratio-Class Member. The Payment Ratio-Class Member then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than $25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Inspections stated on page two of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as inspection reports. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than [insert same date as objection and opt-out deadline]:

Settlement Administrator
<<Address>>
Phone: (***) *-****
Facsimile: (***) *-****

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Real property inspectors who qualify as Aggrieved Individuals also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment ($6,250) based on your number of Qualified Pay Periods during the PAGA Period, which is April 16, 2019 through January 22, 2025, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Individuals, resulting in your Payment Ratio-Aggrieved Individual. The Payment Ratio-Aggrieved Individual will then be multiplied by $6,250 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you qualify as a Class Member and/or an Aggrieved Individual and do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and/or your Individual PAGA Payment in one check without any further action needed from you.

To ensure receipt of your settlement payment, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<date>> in Department 9 of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, to decide whether to approve the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the class. Class Members are therefore advised to check the Court's website or contact the Settlement Administrator to confirm that the date and location has not changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

If you qualify as a Class Member, unless you exclude yourself, you will be considered a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released Claims

The "Released Claims" means and includes any and all causes of action, claims, rights, statutory damages, liabilities, expenses, and losses against the Released Parties arising between April 22, 2016 and May 30,

2024, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201, 202, 203, 204, 221, 224, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2750.3, and 2802 and Business & Professions Code §§ 17200, *et seq*. based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

"Released Parties" shall mean Defendant National Insurance Inspection Services, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all any and all claims for civil penalties under PAGA based on the labor code violations alleged in each and every PAGA notice sent by Plaintiff to the LWDA as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you qualify as a Class Member and do not wish to participate in the Class Settlement, you may exclude yourself (generally called "opting out") by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must: (a) be in writing; (b) state your name, address, and the last four digits of your social security number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Collins v. NIIS.*"

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator
<<Address>>
Phone: (***) *-****

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against NIIS. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

NOTE: Aggrieved Individuals in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, inspectors may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Individual, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you qualify as a Class Member and wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Incentive Award, or the Settlement Administrator's payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name and most current address, (3) the last four digits of your Social Security number; (4) the basis for the objection; and (5) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator
<<Address>>
Phone: (***) *-****

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for <<date>> in Department 9 of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number. You may also access the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Los Angeles, 312 North Spring Street, Room 255, Los Angeles, California 90012. You may also pay to review documents online by accessing the Los Angeles County Superior Court online case access portal at https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil and enter the case number "20STCV15619."

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
eagrover@kellergrover.com
Robert W. Spencer
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at **(800) _____ .**

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT 2

FILED
Superior Court of California
County of Los Angeles
09/04/2025
David W. Slayton, Executive Officer / Clerk of Court
By: R. Arraiga Deputy

RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Collins v. National Insurance Inspection Services, Inc.
Case No.: 20STCV15619
Department SSC-9
Hon. Elaine Lu
Hearing: September 4, 2025 (continued from July 10, 2025)

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Maximum Settlement Amount ("MSA") is **$935,500**, non-reversionary. (¶I.V)
- The Net Settlement Amount ("Net") is the MSA minus the following:
    - Up to **$311,833.33** (33 1/3%) for attorney fees (¶III.M.4);
    - Up to **$75,000** for litigation costs (*Ibid.*);
    - Up to **$10,000** for a Service Payment to the Named Plaintiff (¶III.M.3);
    - Up to **$10,000** for settlement administration costs (¶III.M.6); and
    - Payment of **$18,750** (75% of $25,000 PAGA penalty) to the LWDA and **$6,250** (25% of $25,000 PAGA penalty) to aggrieved employees. (¶III.M.5)
- Settlement amounts paid to Settlement Class Members are not for wages, but are for the reimbursement of expenses, interest, and penalties. Therefore, the settlement payments are not subject to payroll taxes, and no payroll taxes will be deducted. (¶III.M.2.c)
- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **December 22, 2025,** and will be heard on **January 22, 2026, 10:00 a.m., in Department 9.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class Action Settlement is set for December 29, 2025, 8:30 a.m., Department 9.

BACKGROUND

This is a wage and hour class action. On April 22, 2020, Plaintiff filed this putative class action complaint. Plaintiff filed the operative First Amended Complaint filed on June 24, 2020 ("FAC"). Plaintiff brought the action on behalf of herself and a class of individuals classified by Defendant as independent contractors who work or worked for Defendant in California as real property inspectors on or after April 22, 2016. Plaintiff alleged that Defendant misclassified Class Members to avoid its obligations to employees under California law. Plaintiff alleged claims resulting from the misclassification for unpaid wages, unpaid overtime, missed meal periods and rest breaks, inaccurate wage statements, untimely pay, untimely termination pay, and unreimbursed business expenses. Plaintiff asserted that Defendant's practices and policies violated Labor Code §§ 201-203, 221, 224, 226(a), 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2775(b)(1) and 2802 and related provisions of IWC Wage Order 4, and Business & Professions Code §§ 17200, et seq.1 Plaintiff also alleged related representative PAGA claims based on the Labor Code violations just mentioned as well as violations of §§ 204, 226.8 and 432.5.

On August 8, 2023, the Court conditionally granted class certification subject to Plaintiff submitting an updated trial plan addressing certain issues. The Parties agreed to continue the supplemental briefing schedule to engage in mediation. When that mediation was unsuccessful, the Court issued its unconditional class certification order on January 12, 2024.

Prior to certification, Defendant obtained individual release agreements from 29 real property inspectors who would have otherwise been Class Members. Defendant paid $500 to each of those 29 releasees, for a total of $14,500.

The parties attempted two unsuccessful mediations before the Court issued its order granting class certification, and the Parties participated in what was their third formal mediation session on January 22, 2025, this time with Brandon McKelvey, Esq., where the Parties reached a settlement. A fully executed copy of the Settlement Agreement was filed with the Court on April 18, 2025 attached to the Declaration of Eric A. Grover ("Grover Decl."), as Exhibit A.

The Court continued Preliminary Approval on July 10, 2025 for Counsel to provide supplemental briefing and address deficiencies with the settlement. On August 7, 2025, Counsel filed a fully executed amended Settlement Agreement attached as Exhibit E to the Declaration of Eric A. Grover. All references below are to the amended Settlement Agreement.

Now before the Court is Plaintiff's Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- "Class Members" means all individuals classified as independent contractors by Defendant who performed inspections in California as real property inspectors at any time between April 22, 2016 and May 30, 2024, inclusive who have not signed release agreements that cover the entire Class Period or opt-ed out of the Action. An individual Class Member also may be an Aggrieved Individual if he or she falls within the "Aggrieved Individual" definition. (¶I.H)
    - "Class Period" shall mean the time period from and including April 22, 2016 through May 30, 2024. (¶I.I)
- "Aggrieved Individuals" means all current and former real property inspectors who contracted with Defendant in California at any time or times during the PAGA Period. All Aggrieved Individuals are also Class Members. (¶I.C)
    - "PAGA Period" means the period from and including April 16, 2019 through January 22, 2025, inclusive. (¶I.AA)
- The parties stipulate to class certification for settlement purposes only. (¶II.A.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Maximum Settlement Amount ("MSA") is **$935,500**, non-reversionary. (¶I.V)
- The Net Settlement Amount ("Net") (**$495,416.67**) is the MSA minus the following:
    - Up to **$311,833.33** (33 1/3%) for attorney fees (¶III.M.4);
    - Up to **$75,000** for litigation costs (*Ibid.*);
    - Up to **$10,000** for a Service Payment to the Named Plaintiff (¶III.M.3);
    - Up to **$10,000** for settlement administration costs (¶III.M.6); and
    - Payment of **$18,750** (75% of $25,000 PAGA penalty) to the LWDA. (¶III.M.5)
- Settlement amounts paid to Settlement Class Members are not for wages, but are for the reimbursement of expenses, interest, and penalties. Therefore, the settlement payments are not subject to payroll taxes and no payroll taxes will be deducted. (¶III.M.2.c)
- Funding of Settlement**:** No later than 21 calendar days after the Effective Date, Defendant shall provide the Maximum Settlement Amount (less the amount already paid as part of the Pick Up Stix Payment) to the Settlement Administrator to fund the Settlement as set forth in this Agreement. (¶III.M)
- There is no claim form requirement. (¶I.QQ)
- Individual Settlement Payment Calculation: Using the Class Data, the Settlement Administrator will calculate the total number of Qualified Inspections for all Settlement Class Members. The number of Qualified Inspections for each Settlement Class Member then will be divided by the total number of Qualified Inspections for all Settlement Class Members. The result of that division will be the "Payment Ratio" for each Settlement Class Member. Each Settlement Class Member's Payment Ratio then will be multiplied by the Net Settlement Amount to calculate that Settlement Class Member's share of the Net Settlement Amount, except no gross Individual Settlement Payment will be less than $25. A share of the Net Settlement Amount will be provided only to those

individuals who satisfy the definition of Settlement Class Members, i.e., Class Members who do not submit a timely and valid Request for Exclusion. (¶III.M.2.a.1)

- "Payment Ratio – Class Member" means the respective number of Qualified Inspections performed worked by each individual Settlement Class Member (1) who did not sign a release that covers the entire Class Period and (2) who does not opt-out of the class action portion of the Settlement divided by the total number of Qualified Inspections worked by all Settlement Class Members who do not opt-out of the class action portion of the Settlement. (¶I.EE)
- "Qualified Inspections" means each inspection performed by Class Members for Defendant in California during the Class Period (as reflected in Defendant's records of each Class Member's dates of inspections and pay records). If a Class Member signed a release that covers part of the Class Period, only those inspections performed during the period not covered by the release will count as Qualified Inspections. (¶I.II)
- Tax Allocation**:** reimbursement of expenses, interest, and penalties. (¶III.M.2.c)

- PAGA Payments: Using the Aggrieved Individual Data, the Settlement Administrator will calculate the total number of Qualified Pay Periods for all Aggrieved Individuals. The number of Qualified Pay Periods for each Aggrieved Employee then will be divided by the total number of Qualified Pay Periods for all Aggrieved Individuals. The result of that division will be the Payment Ratio for each Aggrieved Individual. Each Aggrieved Individual's Payment Ratio then will be multiplied by the $6,250 portion of the PAGA Payment that is allocated for distribution to the Aggrieved Individuals to calculate each Aggrieved Individual's respective PAGA Payment. (¶III.M.2.b.1)
  - Tax Allocation**:** 100% penalties. (¶III.M.2.c)
- "Response Deadline" means the date 45 calendar days after the Settlement Administrator first mails the Notice of Class and PAGA Action Settlement to Class Members and is the last date on which Class Members may submit Requests for Exclusion or a Notice of Objection to the Settlement. Class Members may only submit Requests for Exclusion with respect to the class action component of this settlement. Aggrieved Individuals shall have no right to opt out of the PAGA portion of the Settlement. (¶I.NN) The same deadline applies to challenges to workweek calculations. (Notice, pg. 4.)
  - Defendant has the unilateral right to revoke this Agreement if, after the Response Deadline, the number of Class Members who have submitted timely and valid written Requests for Exclusion equals at least 10% of all Class Members. (¶III.Q)
- Uncashed Settlement Checks: All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days from the date of their issuance. In the event any Individual Settlement Payment or Individual PAGA Payment settlement checks have not been cashed by the check cashing deadline, upon Court approval, the Settlement Administrator shall tender to the funds represented by any such uncashed checks to St. Jude's Children's Research Hospital. (¶III.M.2.e) Counsel and all parties have confirmed that they do not have any interest in the governance or work of St. Jude's Children's Research Hospital. (Grover Supp. Decl., ¶16 and Exhs. I-J.)

- The settlement administrator will be Phoenix Settlement Administrators. (¶I.PP)
- Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶I.Q)
- The proposed settlement was submitted to the LWDA on April 18, 2025 and the amended settlement was submitted on August 7, 2025. (Declaration of Robert Spencer, ¶2, and Spencer Supp. Decl., Exhibit L.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. The parties attempted two unsuccessful mediations before the Court issued its order granting class certification, and the Parties participated in what was their third formal mediation session on January 22, 2025, this time with Brandon McKelvey, Esq., where the Parties reached a settlement. (Grover Decl., ¶12.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that the Parties engaged in formal discovery, which included depositions, written discovery and document production, including a contested class certification motion. (*Id.* at ¶7.) At the time the final settlement was reached, Defendant had provided documents and information, including: the number of Class Members; number of days on which Class Members performed at least one Qualified Inspection during the Class Period; and total pay periods during the PAGA Period. (*Id*. at ¶13.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel represents that they are experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶2-4.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

CONCLUSION: The settlement is entitled to a presumption of fairness.

B. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided detailed analysis, summarized below, of the estimated values of the claims asserted:

Violation	Maximum Exposure
Unpaid Minimum Wages	$801,736.00
Waiting Time Penalties	$1,235,520.00
Rest Break Violations	$254,514.00
Business Expense Reimbursement	$185,016.00

Wage Statement Violations	$1,170,600.00
PAGA	$1,880,000.00
TOTAL	**$5,527,386.00**

(Grover Decl. ¶¶17-27.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].)

4. Amount offered in settlement. Plaintiff's counsel obtained a $935,500 non-reversionary settlement. The $935,500 settlement amount constitutes approximately 17.19% of Defendant's maximum exposure. Given the uncertain outcomes, the settlement appears to be within the "ballpark of reasonableness."

The $935,500 settlement amount, if reduced by the requested deductions, will leave $495,416.67 to be divided among approximately 569 class members. The resulting payments will average $887.67 per class member. [$495,416.67/ 569 = $887.67].

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the final fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

C. Scope of the release

Limited Release by All Settlement Class Members. As of date Defendant provides the Settlement Administrator the Maximum Settlement Amount as required by section III.M of this Agreement, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members will fully release and discharge the Released Parties from the Released Claims for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal

theories of recovery in this Action which are the subject matter of the Released Claims. Nonetheless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class Members shall be deemed to have, and, by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement. (¶III.B)

- "Released Claims" means and includes any and all causes of action, claims, rights, statutory damages, liabilities, expenses, and losses against the Released Parties arising between April 22, 2016 and May 30, 2024, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201, 202, 203, 204, 221, 224, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2750.3, and 2802 and Business & Professions Code §§ 17200, et seq. based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period. This provision is not effective until the Defendant fully funds the Maximum Settlement Amount. (¶I.LL)
- PAGA Release: As of the date Defendant provides the Settlement Administrator the Maximum Settlement Amount as required by section III.M of this Agreement, and, Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release the Released Parties of and from any and all claims for civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., as alleged in the PAGA notices Plaintiff sent to the LWDA for the PAGA Period, i.e., the "PAGA Released Claims." To avoid and prevent doubt, the Parties agree that the judgment to be entered by the Court following approval of this settlement forever bars Plaintiff and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the PAGA Released Claims against any of the Released Parties. (¶III.D)
- "PAGA Released Claims" means any and all claims for civil penalties under PAGA based on the labor code violations alleged in the PAGA notice sent by Plaintiff to the LWDA. (¶I.BB)
- "Released Parties" shall mean Defendant National Insurance Inspection Services, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims. (¶I.MM.)
- Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶III.C)

/ / /

D. <u>May conditional class certification be granted?</u>

1. <u>Standards</u>

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

2. Analysis

Counsel contends that the Court need not revisit the Class Certification Order certifying the class during preliminary approval if "no facts that would affect the Court's reasoning have changed." This is especially applicable when the proposed settlement provides relief for the same persons as the certified class. The Parties agreed that, for the purpose of settlement, the Class Members are defined – substantively similar to the Class Certification Order – as all individuals classified as independent contractors by Defendant who performed inspections in California as real property inspectors at any time between April 22, 2016 and May 30, 2024, inclusive, who have not signed release agreements or opt-ed out of the Action. The Class definition used in the Settlement does not expand the scope of the certified Class at all. Since the Court certified the class, the Class Representative, who is Plaintiff Collins, has continued to prosecute vigorously the claims on behalf of the certified class and thus, no new facts should affect her appointment as settlement Class Representative. The settlement also provides that the settlement Class should be represented by current Class Counsel Eric A. Grover and Robert W. Spencer of Keller Grover LLP and no new facts affect that provision. Thus, the Court should conditionally certify the proposed Class solely for settlement purposes. (MPA at 18:7-21.)

CONCLUSION: The class is conditionally certified since the prerequisites of class certification have been satisfied.

E. Is the notice proper?

a. Content of class notice. The proposed notice is attached to the Settlement Agreement. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; attorney fees and costs; enhancement awards; the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

b. Method of class notice. No later than 21 calendar days after the Preliminary Approval Date and only after Defendant receives sufficient and reasonable assurance that the Settlement Administrator will maintain the confidentiality of the Class Data and the Aggrieved Individual Data, Defendant shall provide the Settlement Administrator with the Class Data and Aggrieved Individual Data for purposes of preparing and mailing the Notice of Class and PAGA Action Settlement to Class Members and Aggrieved Individuals, as well as

undertaking its other obligations. (¶III.L.1) Upon receipt of the Class and Aggrieved Individual Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than 14 calendar days after receiving the Class and Aggrieved Individual Data from Defendant as provided in this Stipulation, the Settlement Administrator shall mail copies of the Notice of Class and PAGA Action Settlement to all Class Members and Aggrieved Individuals via regular First-Class U.S. Mail. (¶III.L.3) Any Notice of Class and PAGA Action Settlement that is returned to the Settlement Administrator as not having been delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed to it. If no forwarding address is provided, the Settlement Administrator promptly shall attempt to determine a correct address by lawful use of skip-tracing and by other searches using the name, address and Social Security number of the Class Member or Aggrieved Individual involved and, if another mailing address is identified by the Settlement Administrator, then shall perform a re-mailing to that Class Member or Aggrieved Individual. In addition, if any Notices of Class and PAGA Action Settlement that are addressed to Class Members or Aggrieved Individuals who are contracted with Defendant at the time of mailing are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall so notify Defendant. Defendant then will request that the currently-employed Class Member or Aggrieved Individual provide a corrected address and will transmit to the Administrator any corrected address provided by the Class Member or Aggrieved Individual. (¶III.L.4)

c. Cost of class notice. As indicated above, settlement administration costs are estimated to be **$10,000**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney fees and costs

California Rule of Court, rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$311,833.33** (33 1/3%) in attorney fees and up to **$75,000** in costs will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method, and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

G. Incentive Award to Class Representative

The named Plaintiff will request a service award of **$10,000**. (¶III.M.3.a) In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id*. at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

CONCLUSION AND ORDER

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Maximum Settlement Amount ("MSA") is **$935,500**, non-reversionary. (¶I.V)
- The Net Settlement Amount ("Net") is the MSA minus the following:
    - Up to **$311,833.33** (33 1/3%) for attorney fees (¶III.M.4);
    - Up to **$75,000** for litigation costs (*Ibid.*);
    - Up to **$10,000** for a Service Payment to the Named Plaintiff (¶III.M.3);
    - Up to **$10,000** for settlement administration costs (¶III.M.6); and
    - Payment of **$18,750** (75% of $25,000 PAGA penalty) to the LWDA and **$6,250** (25% of $25,000 PAGA penalty) to aggrieved employees. (¶III.M.5)
- Settlement amounts paid to Settlement Class Members are not for wages, but are for the reimbursement of expenses, interest, and penalties. Therefore, the settlement

payments are not subject to payroll taxes, and no payroll taxes will be deducted. (¶III.M.2.c)

- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **December 22, 2025,** and will be heard on **January 22, 2026, 10:00 a.m., in Department 9.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class Action Settlement is set for December 29, 2025, 8:30 a.m., Department 9.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL PARTIES AND TO FILE PROOF OF SERVICE OF SUCH WITHIN 10 DAYS.

IT IS SO ORDERED.

DATED: September 4, 2025

Elaine Lu
Judge of the Superior Court

Elaine Lu / Judge

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

20STCV15619 September 4, 2025
CARLA COLLINS vs NATIONAL INSURANCE INSPECTION SERVICES, INC. 10:00 AM

Judge: Honorable Elaine Lu
Judicial Assistant: R. Arraiga
Courtroom Assistant: M. Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement;

The matter is NOT called for hearing.

The Court's tentative ruling was served on the parties via Case Anywhere this date.

Prior to the matter being called for hearing, the parties submitted to the Court's tentative ruling and provided a filing date of 12/22/2025 for the Motion for Final Approval via LA Court Connect this date.

The Court calculated the future dates pertaining to the motion based upon the parties' filing date and modified its tentative accordingly.

The Court now adopts its modified tentative **RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** as the final order of the court. Said ruling is filed this date and is incorporated into the case file.

The Court's ruling is as follows:

The Plaintiff's Notice Of Motion And Motion For Preliminary Approval Of Class Action And PAGA Settlement And Memorandum Of Points And Authorities In Support Thereof filed by Carla Collins on 04/18/2025 is Granted.

The motion is **GRANTED** as the settlement is fair, adequate, and reasonable.

The Parties' Motion for Final Approval of Class Action Settlement must be filed and served by **12/22/2025**.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently

lodged **single** document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

If the motion is **NOT** filed and served by said date, subsequently an Order to Show Cause Re: Sanctions hearing may be set.

A **Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class Action Settlement is scheduled for 12/29/2025 at 08:30 AM in Department 9 at Spring Street Courthouse.**

A **Hearing on Motion for Final Approval of Settlement is scheduled for 01/22/2026 at 10:00 AM in Department 9 at Spring Street Courthouse.**

When the parties submitted to the tentative ruling, Counsel for Plaintiff was ordered to download this minute order and signed ruling from the LASC website, to give notice to all parties, and to file proof of service of such within five (5) days.

EXHIBIT 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

20STCV15619 July 10, 2025
CARLA COLLINS vs NATIONAL INSURANCE INSPECTION SERVICES, INC. 10:00 AM

Judge: Honorable Elaine Lu
Judicial Assistant: R. Arraiga
Courtroom Assistant: M. Gomez

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement;

The matter is NOT called for hearing.

The Court's tentative Checklist Order was distributed to the parties via Case Anywhere this date..

Prior to the matter being called for hearing, the parties submit to the Court's tentative Checklist Order via the Case Anywhere message board.

The Court now adopts its **CHECKLIST ORDER FOR MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** as the final order of the court. Said ruling is signed and filed this date and is incorporated into the case file.

The Court's ruling is as follows:

The parties are ordered to address the issues in the Court's Checklist Order.

Additional briefing must to be filed and served by **08/11/2025**. Note: if the briefing is **not** filed by said date the hearing will be placed off calendar.

The above **Hearing on Motion for Preliminary Approval of Settlement is continued to 09/04/2025 at 10:00 AM in Department 9 at Spring Street Courthouse.**

When the parties submitted to the tentative, Plaintiff was ordered to download the Minute Order and the signed Checklist Order from the LASC website and to give notice to all other parties.

EXHIBIT 5

FILED
Superior Court of California
County of Los Angeles
07/10/2025
David W. Slayton, Executive Officer / Clerk of Court
By: R. Arraiga Deputy

MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT CHECKLIST ORDER

LOS ANGELES SUPERIOR COURT, COMPLEX CIVIL DEPARTMENT

Department: SSC-9
Hon. Elaine Lu
RE: Collins v. National Insurance Inspection Services, Inc. (Case No. 20STCV15619)

In reviewing your Motion for Preliminary Approval of Class Action Settlement, the Court orders further briefing on the items checked below.

The additional briefing shall be due by **August 11, 2025**. Note: if the briefing is **not** filed by said date the hearing will be placed off calendar. Your hearing date set for July , 2025, is **CONTINUED** to the first available date of **September 4, 2025, at 10:00 a.m**. in Department 9.

This checklist provides direction on what information and argument the court requires to grant a motion for preliminary approval of a class action settlement. All parties are urged to carefully review the checklist and fully comply with each item that applies to the case in order that the motion may be promptly ruled upon. The content of the motion should follow the same order as this checklist, as that is how the judge and research attorney review the motion.

You should also consider using the form wage and hour settlement agreements now available on the court's website at https://www.lacourt.org/forms/all – "Civil Forms" section. With input and unanimous consensus from an Ad Hoc Wage and Hour Committee (chaired by Judge Hogue and Judge Cunningham and comprised of 8 plaintiff's attorneys and 8 defense attorneys), the court has posted: (1) a form class action settlement agreement, (2) a form class action/PAGA settlement agreement, (3) and a form PAGA settlement agreement. Using these forms should cut down on attorney negotiation time and reduce the lag time between a successful mediation and execution of a long form agreement. Filing a motion that is based on a form agreement and includes a redlined copy identifying modifications will also expedite the court's review process and help reduce the current backlog on hearings. These forms are encouraged but entirely optional.

I. MOVING PAPERS (Motion and Declarations)

All facts submitted for the court to consider must be provided in the form of a declaration or other admissible evidence. The court will not consider facts stated only in the motion.

A. Introductory Information

☐ Summary of the litigation, including identity of the parties, brief procedural history, claims asserted, and general factual basis for the claims.

B. *Dunk/Kullar* Analysis

☐ Summary of the case, including the legal and factual basis for each claim. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133 (*Kullar*); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)

☐ Summary of the investigation and discovery conducted, including the specific documents reviewed prior to agreeing to settle the case. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802, as modified Sept. 30, 1996 (*Dunk*).) If counsel's analysis was informed by a data sample, show that the sample is statistically reliable.

☐ Summary of settlement negotiations, including when the settlement was reached, and whether the parties were assisted by a mediator. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)

☐ A summary of the risks, expenses, complexity, and duration of further litigation if the settlement is not approved.

☐ A summary of the risks of achieving and maintaining class action status.

☐ Specific information sufficient for the court to make an independent determination that the consideration being received for the release of class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. (*Kullar, supra,* 168 Cal.App.4th at 129.) This discussion should specify the maximum realistic recovery of each claim asserted in the operative complaint, defenses asserted by Defendant, and any other relevant factors justifying the amount offered in settlement. If the settlement is predicated on a payment plan or is predicated on defendant's financial situation, admissible evidence of Defendant's financial situation should be provided, including appropriate financial documents such as a balance sheet, statement of cash flows, profit and loss statement, and the like.

☐ If approval of the settlement of class claims is requested together with approval of non-class claims (such as claims under the Labor Code's Private Attorney General Act (PAGA)) discuss why the amount allocated to the non-class claims is fair to those affected. See *Moniz v. Adecco USA, Inc*. (2021) 72 Cal.App.5th 56, 77 (*Moniz*).

C. <u>Class Certification</u>

☐ Numerosity: Total number of members in the settlement class and number of members in each sub-class (if applicable).

☐ Ascertainability: The manner by which members of the class will be identified and when. (*Noel v. Thrifty Payless* (2019) 7 Cal.5th 955.)

☐ Community of Interest: Discuss specific facts showing that the proposed class representatives have claims or defenses typical of the class and can adequately represent the class. (*Linder v. Thrifty Oil Co*. (2000) 23 Cal.4th 429, 435.)

☐ Adequacy:

Class Counsel: A summary of Class Counsels' experience and a listing of all prior cases in which each named Class Counsel has been approved by a court to act as lead or co-counsel. (See *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

Class Representative(s): Provide evidence that each proposed class representative has agreed to act as same and understands his or her responsibilities. (See *Soderstedt v. CBIZ Southern California, LLC* (2011) 197 Cal.App.4th 133, 155-156; *Jones v. Farmers Ins. Exchange* (2013) 221 Cal.App.4th 986, 998-999).

D. Claim Requirement (if applicable)

☐ If class members are required to submit a claim to receive compensation, explain why a claim form is necessary and either 1) provide an estimate of the anticipated claims rate or 2) provide an explanation why a claims rate cannot be provided.

☐ Provide a detailed explanation why a "claims made" settlement is appropriate in this case.

☐ Indicate what actions class counsel will take to encourage claim submission.

☐ Explain why the claims process is not so burdensome that relief would be inaccessible to class members (if applicable).

E. Miscellaneous

☒ **The maximum settlement amount of $950,000 is a common fund of $935,500 plus a credit of $14,500, which Defendant already paid to 29 class members at $500 each [$14,500/29]. According to the settlement, these 29 class members who received $500 each will also be eligible to receive individual settlement payments under this agreement without any offset. Class member payments will average $887.67 each [$505,083/569]. The Settlement Agreement provides that attorney's fees are calculated as one-third of this total fund of $950,000, including the credited payment of $14,500.**

However, the common fund available to class members covered by the Settlement Agreement is essentially only $935,500, which appears to mean that class members in this settlement who didn't already receive a prior release payment will be receiving a smaller payment amount than the 29 class members who will be collecting an average $887.67, plus the $500 they already received. Further, the $500

these 29 class members received had no portion removed for class counsel attorney fees, whereas the class as a whole is expected to bear the burden of the share of attorneys' fees from Defendant's payments to these 29 class members.

Counsel should brief further as to why this is fair to the class as a whole, particularly those who did not receive a prior release payment. Why doesn't this create a conflict of interest between class members?

The Court recommends that the 29 class members who received prior release payments have their prior payments offset against their individual settlement calculation. (For example, if they would be received $880 under this settlement, but already received $500 from Defendant, their total payment under this settlement would equal $380 [$880 - $500 offset]. Counsel may provide briefing as to alternative recommendations to fairly compensating the class as a whole.

Further, what entitles Counsel to a one-third share of common fund in addition to the share of these credited payments? *The Court will decide the issue of attorney fees at the time of final approval.*

☐ If appropriate, explain why the settlement includes terms that are outside the scope of the operative complaint. (*Trotsky v. Los Angeles Fed. Savings & Loan Assn.* (1975) 48 Cal.App.3d 134, 148.) If approval of settlement of a PAGA claim is requested provide a copy of Plaintiff's notice letter to the LWDA.

☐ If notice will be given in English only, explain why this is sufficient.

☐ A statement of any affirmative obligations to be undertaken by the class member or class counsel and the reason for such obligations.

☐ Provide information regarding any fee splitting agreement and whether the client has given written approval. (*Mark v. Spencer* (2008) 166 Cal.App.4th 219; Rules Prof. Conduct, rule 1.5.1; Cal. Rules of Court, rule 3.769.)

☐ Any agreement that has injunctive relief against a class representative generally is not appropriate in a class action case. Provide the authority and factual reasons why this case is an exception. See *Moniz, supra*, 72 Cal.App.5th at 84. ("[T]he preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it." (*Fireside Bank Cases* (2010) 187 Cal.App.4th 1120, 1131 [115 Cal. Rptr. 3d 80].))

☐ Explanation as to why any class representative enhancement is reasonable, including what the class representative did beyond the expected services of any class representative. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *Radcliffe v. Experian Information Solutions Inc.* (9th Cir. 2013) 715 F.3d 1157, 1165.) In PAGA settlements explanation should be provided as to why an incentive award is appropriate.

☒ **The proposed $10,000 Enhancement Payment for the Plaintiff is quite high. Please be aware that the Court commonly awards an enhancement award of no more than $7,500 at final approval, absent *substantial justification*. *Please provide justification, such as extraordinary hours of work that Plaintiff dedicated to prosecuting this action and identify the work performed. The Court will decide the issue of the enhancement awards at the time of final approval.***

SETTLEMENT AGREEMENT

The settlement agreement should address the following:

A. The Basics

☐ Class definition. If a PAGA representative action is settled with a proposed Class Settlement consider whether there should be separate definitions for Class Members and Aggrieved Employees.

☐ Class and Release Period: If the class and release periods extend beyond the preliminary approval explain why this is appropriate.

B. Release of Claims

☐ Scope: The scope of any release given by class members must be defined with precision and clarity. Any released claims not presented directly in the operative complaint should be based on the facts alleged in the operative complaint. (See *Amaro v. Anaheim Arena Mgmt*. (2021) 69 Cal. App. 5th 521, 537 and FN. 5; *Uribe v. Crown Building Maintenance Co*. 70 Cal. App. 5th 986, 1005.)

☒ **The release in section I.LL is overbroad as it includes "penalties" which is broad enough to include claims for PAGA or PAGA penalties. The reference to "penalties" should be removed. Ensure that the notice is modified to match any alterations to the Settlement Agreement.**

☐ Class cases which include a PAGA claim should have a separate release for the PAGA claim tied to the facts alleged in the notice given to the LWDA. *Id*.

☐ If PAGA and Class Settlement: The Release and Notice should provide an explanation that released claims include all PAGA claims that could have been premised on the facts alleged in the Plaintiff's LWDA Letter and aggrieved employees will release PAGA claims even if class members request exclusion from the class. See *Robinson v. Southern Counties Oil Co*. (2020) 53 Cal.App.5th 476.

☐ A Civil Code section 1542 waiver is generally not appropriate in a class action case as to the putative class members (if applicable). Provide the authority and factual reasons

why this case is an exception. (*Israel-Curley v. California Fair Plan* (2005) 126 Cal.App.4th 123, 129; *Salehi v. Surfside III Condominium Owners' Assn.* (2011) 200 Cal.App.4th 1146, 1159–1161.)

☒ **Release Effective Date: Add language to ensure that the releases only occur when Defendant fully funds the settlement.**

☐ Class Data: If there are confidentiality provisions, explain why they are in the best interest of the Class and whether they will impede Class Counsel's ability to discharge fiduciary duties.

C. Monetary Terms of Settlement

☐ Settlement Amount: Indicate the amount of the gross settlement, how and when the settlement will be paid, and information regarding payment plan, if any. If a class claim is being settled with a PAGA claim the amounts allocated should be separated and paid only to the aggrieved employees.

☐ Deductions from the settlement fund: Indicate the amounts to be deducted from the gross settlement for attorneys' fees and costs, plaintiff incentive awards, administrative costs, PAGA payment and allocation of award to LWDA and the parties, and any other existing deductions.

☐ If there are subclasses, explain why the monetary distribution is fair to each subclass. Ensure there is a class representative who fits the definition of each subclass.

☐ Information about how attorney fees will be calculated. The percentage method, with or without a lodestar cross-check, may be used in common fund cases. (*Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 503.) In other cases, counsel should fully brief how the fees are calculated.

☒ **If wages are involved, explain how Defendant's share of taxes will be paid. It appears Defendants will not pay any share of taxes separate from the MSA as settlement payments will be allocated as either reimbursement of expenses, interest, and penalties. (¶III.M.2.c) Confirm whether this is correct, and whether class members' payments will be subject to any payroll taxes, and if so, which party/parties' share(s) of payroll taxes.**

☐ Whether, and under what circumstances, amounts may revert to Defendant, and a justification for such reversion (if applicable). (*Cundiff v. Verizon California, Inc.* (2008) 167 Cal.App.4th 718, 728–729.)

☐ Payment Formula: Amount and manner of distribution of the compensation to each class member, including the estimated amount each class member will receive and the timeline on which payments will be issued.

☐ Tax allocation of settlement payments.

☐ Nature of injunctive relief (if any), and valuation of such relief.

D. <u>Notice Administration</u>

The following issues regarding notice administration should be addressed in the settlement agreement. A copy of the proposed notice must be attached to the settlement agreement as an exhibit.

☐ Indicate the administrator for the settlement and why the bid for administration is fair.

☐ Provide the qualifications and experience of the Administrator, including evidence that the settlement administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.

☐ Indicate how/when the administrator will receive the class list.

☐ Indicate whether the list will be updated by the administrator prior to the initial mailing by use of National Change of Address Registry.

☐ Provide the deadline for the initial issuance of notice to class members.

☐ Ensure the content of the notice complies with California Rules of Court, rule 3.766(d). In wage and hour cases the notice should indicate the specific amount the class member will receive and how that amount was calculated. A separate breakdown for PAGA payments should be provided. The terms of the release(s) should be reflected in the Notice.

☐ Ensure the notice accurately reflects the Court's current social distancing procedures for attendance at hearings and review of court files. (Counsel should check the Court website for most current information.)

☐ Indicate how and when payments will be processed.

☐ Indicate how notices returned to the administrator as undeliverable will be handled.

☐Explain how re-mailed notices, if any, will be handled. Will class members who receive re-mailed notices be given an extended deadline to respond (i.e., opt-out, object, and dispute workweeks)?

☐ Explain how notice of any change of the date or location of the will hearing be given.

☐ Indicate whether there will be a settlement website. If so, provide the URL.

☐ If publication notice will be given indicate the timing, locations, and manner by which publication notice will be disseminated.

☒ **Explain in the Settlement how notice of final judgment will be given to the class. (Cal. Rules of Court, rule 3.771(b)) (e.g. Posted on administrator's website.)**

E. Responses to Notice

☐ Description of the procedures for submitting written objections, requests for exclusion, claim forms (if applicable) and disputes to estimated payments.

☐ Indicate the deadline to submit objections, requests for exclusion, claim forms (if applicable), and/or disputes to workweeks. Confirm the deadline is reasonable and that class members who receive re-mailed notices will be given an extension.

☐ The objection procedure should be the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator and not filed with the court.

☐ Do not include language indicating that class members may only be heard at final approval if they have complied with all objection procedures or that they must use specific language to request exclusion, or, if a specific procedure is sought, explain why it is necessary. In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection.

F. Cy Pres Distribution

☐ Indicate the length of time from issuance for which settlement checks will remain valid.

☐ Identify the fund to which uncashed checks will be directed and detail the steps that will be taken to ensure compliance with Code of Civil Procedure section 384. The Court's Omnibus Trailer Bill of 2018 replaced the language of the prior statutory distribution scheme under Code of Civil Procedure, section 384 with a requirement that the Court re-open judgments following the final distribution of funds to include the cy pres in the judgment and to include the unclaimed amount, plus an unspecified amount of interest. Such information should be actively contemplated/provided for within the current terms of the settlement.

☐ Explain why the cy pres distribution fills the purposes of the lawsuit or is otherwise appropriate. (*State of California v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 472; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 722; *Nachshin v. AOL, Inc.* (9th Cir. 2011) 663 F.3d 1034, 1038–1041; *Dennis v. Kellogg Co.* (9th Cir. 2012) 697 F.3d 858, 865; Code Civ. Proc., § 384.)

☒ **Provide declarations disclosing the interest or involvement (or lack thereof) by any counsel or party in the governance or work of the cy pres recipient.**

G. MISCELLANEOUS

☐ Assure the Settlement Agreement and Notice are consistent and that the Settlement Agreement has been signed by all parties and counsel. Carefully proofread both.

☒ **Why does the notice state, "If you only worked for NIIS in California on or after April 1, 2024, you are not a Class Member entitled to an Individual Settlement Payment related to the settlement of the class claims," when the class period ends on May 30, 2024? There is an inconsistency in these dates.**

☐ The Settlement Agreement and paperwork derivative thereof should not suggest that the end result of court approval will be dismissal of the Action with prejudice or entry of a Final Judgment and Order dismissing with prejudice all claims. See California Rules of Court, rule 3.769(h).

III. EXHIBITS TO THE MOTION

☒ **Provide proof of submission of the proposed settlement agreement to the LWDA. (Lab. Code, § 2699, subd. (l)(2).)**

- **This also applies to any further revised versions of the settlement agreement.**

☐ Include a proposed Judgment, which should not include a dismissal or any findings not contained in the Final Approval Order. (Cal. Rules of Court, rule 3.769(h).)

☐ All exhibits should be bookmarked, as set forth in the Presiding Judge's First Amended General Order of May 3, 2019 re: Electronic Filing, available on the Court website.

If the Settlement Agreement is modified pursuant to this checklist, please submit both a red-lined copy showing changes made as well as a final version signed by all parties. Do not submit an addendum in lieu of a full amended settlement agreement including all operative settlement terms.

Please modify the Class Notice to match any alterations to the Settlement Agreement.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

Date: July 10, 2025

ELAINE LU
Judge, Los Angeles Superior Court
Elaine Lu / Judge

EXHIBIT 6

E-Served: Aug 8 2023 2:52PM PDT Via Case Anywhere

FILED
Superior Court of California
County of Los Angeles
08/08/2023
David W. Slayton, Executive Officer / Clerk of Court
By: [illegible]rraiga Deputy

FINAL RULINGS/ORDERS RE: MOTION FOR CLASS CERTIFICATION

Collins vs. National Insurance Inspection Services, Inc., Case No.: 20STCV15619

Plaintiff's Motion for Class Certification is **GRANTED** on the condition that Plaintiff's counsel file and serve an adequate Trial Plan satisfying the superiority (manageability) element for class certification.

Plaintiff's Request for Judicial Notice is **GRANTED**.

Plaintiff must file and serve a brief by **September 8, 2023**.

Opposition brief must be filed and served by **September 18, 2023**.

Reply brief must be filed and served by **September 25, 2023**.

The Court sets a **Non-Appearance Case Review Re: Filing and Serving of Supplemental Briefing to Unconditionally Grant the Motion for Class Certification for October 2, 2023, 8:30 AM, Department 9.**

I.
INTRODUCTION

This is a putative wage-and-hour class action. Plaintiff Carla Collins alleges that she and the putative class members are and were employed by Defendant National Insurance Inspection Services, Inc. Plaintiff also alleges that Defendant violated the Labor Code, Industrial Welfare Commission wage orders, and the Business and Professions Code.

On April 22, 2020, Plaintiff filed a class action complaint. On June 24, 2020, Plaintiff filed a first amended complaint (FAC). In the FAC, Plaintiff asserts causes of action for (1) unfair business practices; (2) unpaid wages, overtime pay, and minimum wages; (4) failure to provide meal periods; (6) failure to authorize and permit rest periods; (8) failure to provide accurate itemized wage statements; (10) waiting time penalties; and (13) failure to reimburse business expenses. For these causes of action, Plaintiff also asserts derivative causes of action under the Private Attorneys General Act (PAGA) (causes

of action (3), (5), (7), (9), (12), and (14)). Plaintiff further asserts independent PAGA causes of action for (15) failure to timely pay wages; (16) willful misclassification of employees as independent contractors; and (17) requiring employees to agree to unlawful terms and conditions.[1]

On May 16, 2023, Plaintiffs filed the pending motion for class certification.

II.
DISCUSSION

A. Request for Judicial Notice.

Plaintiff requests judicial notice of Exhibit Q: Statement of Decision dated September 9, 2016 in Clothier v. Spar Marketing Services, Inc., Alameda Superior Court Case No. RG12639317.

Courts may take judicial notice of court records, but not of the truth of matters asserted in such documents if those matters are reasonably disputable. Evid. Code, § 452(d); Fremont Indemnity Co. v. Fremont General Corp. (2007) 148 Cal.App.4th 97, 113. Pursuant to Evidence Code § 452(d), the Court will take judicial notice of Exhibit Q, but not of the truth of any reasonably disputable matters contained in the document.

B. Defendant's Sur-Reply.

As an initial matter, the Court will disregard Defendant's sur-reply and accompanying declaration. Neither the Code of Civil Procedure nor the Rules of Court contemplate or permit sur-reply briefs. A party must seek leave of court before filing a sur-reply. Jacobs v. Coldwell Banker Residential Brokerage Co. (2017) 14 Cal.App.5th 438, 449. Thus, the Court has discretion to disregard Defendant's sur-reply and accompanying declaration.

C. General Standards on Motions for Class Certification

Code of Civil Procedure § 382 allows a court to certify a class action "when the question is one of a common interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court . . .".

[1] The FAC does not include an eleventh cause of action.

Additionally, "[t]here must be questions of law or fact common to the class that are substantially similar and predominate over the questions affecting the individual members; the claims of the representatives must be typical of the claims or defenses of the class; and the class representatives must be able to fairly and adequately protect the interests of the class." Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 237–238.

Stated differently, there are two broad requirements for a class action: (1) an ascertainable class; and (2) a well-defined community of interest. Hicks v. Kaufman & Broad Home Corp. (2001) 89 Cal.App.4th 908, 913. See also Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1021 (a plaintiff seeking certification "must demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives").

In determining whether the class is ascertainable, courts consider the size of the class, the class definition, and the means to identify class members. Reyes v. San Diego County Bd. of Supervisors (1987) 89 Cal.App.3d 1263, 1274. The community of interest factor is established by showing: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435.

Further, under California law, a class action is not "superior" where there are numerous and substantial questions affecting each class member's right to recover, following determination of liability to the class as a whole. City of San Jose v. Superior Court (1974) 12 Cal.3d 447, 459.

California follows the procedures set forth under Federal Rules of Civil Procedure 23 for class actions, whenever California authority is lacking. City of San Jose, 12 Cal.3d at 453. The potentially mandatory and discretionary factors applicable to class certification include:

- whether there is an ascertainable class (mandatory);
- whether there is a well-defined community of interest as to common questions of law or fact that predominate (mandatory);
- whether the class is so numerous that joinder of all members is impractical;

- whether the claims of the representative plaintiff are typical of the class;
- whether substantial benefits accrue to the litigants and courts;
- whether the proposed class is manageable;
- whether the person representing the class is able to protect the interests of the class fairly and adequately; and
- whether a class action is superior (including whether individual plaintiffs would bring claims for small sums).

E.g., Feitelberg v. Credit Suisse First Boston, LLC (2005) 134 Cal.App.4th 997, 1014; Linder, 23 Cal.4th at 435; Prince v. CLS Transportation, Inc. (2004) 118 Cal.App.4th 1320, 1324; In re Cipro Cases I and II (2004) 121 Cal.App.4th 402, 409; California Practice Guide, Civil Procedure Before Trial (Rutter Group 2020) ¶¶ 14:11–14:50 (Rutter Guide).

The burden of proof on a motion for class certification is on the party seeking certification. Washington Mutual Bank, N.A. v. Superior Court (2001) 24 Cal.4th 906, 922; Soderstedt v. CBIZ S. California, LLC (2011) 197 Cal.App.4th 133, 154. This usually requires demonstration of predominance of common issues of law and fact, and manageability of the proposed class. Lockheed Martin Corp. v. Superior Court (2003) 29 Cal.4th 1096, 1103–1104; Rutter Guide at ¶ 14:99.2.

In making the determination as to whether the requirements for a class action have been met, a court may consider not only the parties' pleadings but also extrinsic evidence, including declarations and discovery responses. Rutter Guide at ¶ 14:99. Importantly, in weighing the evidence, a court does not evaluate whether the claims asserted are legally or factually meritorious. Linder, 23 Cal.4th at 439–440. "However, 'when the merits of the claim are enmeshed with class action requirements, the trial court must consider evidence bearing on the factual elements necessary to determine whether to certify the class.'" Rutter Guide at ¶ 14:100.1 (citing Bartold v. Glendale Federal Bank (2000) 81 Cal.App.4th 816, 829; Brinker, 53 Cal.4th at 1023–1024; J.P. Morgan & Co., Inc. v. Superior Court (2003) 113 Cal.App.4th 195, 222).

D. The Proposed Classes Are Presently Ascertainable.

"Ascertainability requires a class definition that is 'precise, objective and presently ascertainable.' Otherwise, it

is not possible to give adequate notice to class members or to determine after the litigation has concluded who is barred from relitigating." Rutter Guide, at ¶ 14:23 (citing Global Minerals & Metals Corp. v. Superior Court (2003) 113 Cal.App.4th 836, 858) (emphasis added). The class should be defined in terms of objective characteristics and common transactional facts that will enable identification of the class members when such identification becomes necessary. Hicks, 89 Cal.App.4th at 915.

The goal is to use terminology that will convey sufficient meaning "to enable persons hearing it to determine whether they are members of the class plaintiffs wish to represent." Global Minerals, 113 Cal.App.4th at 858. Importantly, a class may be ascertainable even if the definition includes ultimate facts or conclusions of law. Hicks, 89 Cal.App.4th at pp. 915–916. "Class members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records. [Citation.]" Thompson v. Automobile Club of Southern California (2013) 217 Cal.App.4th 719, 728 (internal quotations omitted); see also Bridgeford v. PacificHealth Corp. (2012) 202 Cal.App.4th 1034, 1041.

Plaintiffs seek to certify the following class:

> All individuals who work or have worked for National Insurance Inspection Services, Inc. in California as real property inspectors and who are or were classified as independent contractors at any time between April 22, 2016 and the present.

Memorandum at 1.

Plaintiffs seek to certify the following subclasses:

> Labor Code § 203 subclass. All individuals who have worked for National Insurance Inspection Services, Inc. in California as real property inspectors, who were classified as independent contractors at any time between April 22, 2017 and the present and who no longer work for Defendant.
>
> Labor Code § 226(a) subclass. All individuals who have worked for National Insurance Inspection Services, Inc. in California as real property inspectors, who were classified as independent contractors at any time between April 22, 2019 and the present.

Id.

The putative class and subclass members are readily identifiable from Defendant's business and personnel records. Grover Decl., Exh. B (Pltf. SROG No. 1), Exh. C (Def. Response to SROG 1).

Plaintiff established with substantial evidence that the proposed class and subclasses are ascertainable. Defendant does not contest this issue and appears to have waived it.

E. The Proposed Classes Are Sufficiently Numerous.

No set number is required as a matter of law for the maintenance of a class action. Hebbard v. Colgrove (1972) 28 Cal.App.3d 1017, 1030. California case law indicates that as few as ten (10) or twenty-eight (28) members satisfies numerosity. Bowles v. Superior Court (1955) 44 Cal.2d 574, 578–579; Hebbard, 28 Cal.App.3d at 1030.

The proposed class has at least 402 members. Grover Decl., Exh. B (Pltf. SROG No. 1), Exh. C (Def. Response to SROG 1). Additionally, Defendant does not contest this issue and has waived it. Therefore, the proposed class is sufficiently numerous.

F. Common Issues Predominate Over Individual Issues.

1. General Standards on Commonality

In deciding whether the common questions "predominate," courts must identify the common and individual issues; consider the manageability of those issues; and, taking into account the available management tools, weigh the common issues against the individual issues to determine which of them predominate. Rutter Guide at ¶ 14:16 (citing Dunbar v. Albertson's, Inc. (2006) 141 Cal.App.4th 1422, 1432–1433).

Additionally, a class action is not inappropriate simply because each member of the class may at some point be required to make an individual showing as to his or her eligibility for recovery or as to the amount of his or her damages. Vasquez v. Superior Court (1971) 4 Cal.3d 800, 815–816. However, a class action "will not be permitted . . . where there are diverse factual issues to be resolved, even though there may be many common questions of law." Brown v. Regents of Univ. of

California (1984) 151 Cal.App.3d 982, 988–89. "[E]ach member must not be required to individually litigate numerous and substantial questions to determine his right to recover following the class judgment." City of San Jose, 12 Cal.3d at 460.

In Arenas v. El Torito, Inc. (2010) 183 Cal.App.4th 723, the Court of Appeal observed:

> The focus in a class certification dispute is not entirely on the merits but on the procedural issue of what types of questions are likely to arise in the litigation—common or individual. [Citations.] Thus, the existence of some common issues of law and fact does not dispose of the class certification issue. [Citations.] Rather, in order to justify class certification, the Supreme Court held, "[T]he proponent of certification must show . . . that questions of law or fact common to the class predominate over the questions affecting the individual members . . . ."

Id. at 732 (emphasis added).

The court in Jaimez v. Daiohs USA, Inc. (2009) 181 Cal.App.4th 1286, 1298 recognized that that "'the trial court must evaluate whether the theory of recovery advanced by the plaintiff is likely to prove amenable to class treatment . . .'." (quoting Ghazaryan v. Diva Limousine, Ltd. (2008) 169 Cal.App.4th 1524, 1531) (emphasis added).

"Predominance is a comparative concept, and 'the necessity for class members to individually establish eligibility does not mean individual fact questions predominate.' [Citation.]" Medrazo v. Honda of North Hollywood (2008) 166 Cal.App.4th 89, 99–100. Common issues are predominant when such issues would be primary to each individual action. Caro v. Procter & Gamble Co. (1993) 18 Cal.App.4th 644, 667–668.

In addressing the commonality element, the Brinker court stated, in pertinent part:

> [W]hether common or individual questions predominate will often depend upon resolution of issues closely tied to the merits. [Citations.] To assess predominance, a court "must examine the issues framed by the pleadings and the law applicable to the causes

> of action alleged." [Citation.] It must determine whether the elements necessary to establish liability are susceptible of common proof or, if not, whether there are ways to manage effectively proof of any elements that may require individualized evidence. [Citation.] In turn, whether an element may be established collectively or only individually, plaintiff by plaintiff, can turn on the precise nature of the element and require resolution of disputed legal or factual issues affecting the merits. For example, whether reliance or a breach of duty can be demonstrated collectively or poses insuperable problems of individualized proof may be determinable only after closer inspection of the nature of the reliance required or duty owed and, in some instances, resolution of legal or factual disputes going directly to the merits.

Brinker, 53 Cal.4th at 1024 (emphasis added).

> In sum:
>
> Presented with a class certification motion, a trial court must examine the plaintiff's theory of recovery, assess the nature of the legal and factual disputes likely to be presented, and decide whether individual or common issues predominate. To the extent the propriety of certification depends upon disputed threshold legal or factual questions, a court may, and indeed must, resolve them. Out of respect for the problems arising from one-way intervention, however, a court generally should eschew resolution of such issues unless necessary. [Citation.]

Brinker, 53 Cal.4th at 1025.

2. Commonality as to Misclassification as Independent Contractors.

"An independent contractor is one who renders service in the course of an independent employment or occupation, following his employer's desires only as to the results of the work, and not as to the means whereby it is to be accomplished. [Citations]" McDonald v. Shell Oil Co. (1955) 44 Cal.2d 785, 788. "The most significant factor in determining the existence of an employer-independent contractor relationship is the right to control the manner and means by which the work is to be

performed. [Citations.]" White v. Uniroyal, Inc. (1984) 155 Cal.App.3d 1, 25 overruled on other grounds by Soule v. General Motors Corp. (1994) 8 Cal.4th 548. "If control may be exercised only as to the result of the work and not the means by which it is accomplished, an independent contractor relationship is established. [Citation.]" Tieberg v. Unemployment Ins. App. Bd. (1970) 2 Cal.3d 943, 946-947.

In Dynamex Operations W. v. Superior Court (2018) 4 Cal.5th 903, the California Supreme Court adopted the "ABC" test to determine whether a worker is misclassified as an independent contractor. Under the "ABC" test,

> . . . unless the hiring entity establishes (A) that the worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact, (B) that the worker performs work that is outside the usual course of the hiring entity's business, and (C) that the worker is customarily engaged in an independently established trade, occupation, or business, the worker should be considered an employee and the hiring business an employer under the suffer or permit to work standard in wage orders.

Id. at 964. The California Legislature later codified Dynamex's holding as Labor Code § 2775(b)(1). In addition, Labor Code §§ 2776 et seq. sets forth numerous occupation-based exceptions to the Dynamex rule. For those occupations where Dynamex does not apply, courts must apply the test set forth in S. G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal.3d 341.

Relevant here is the exception for "underwriting inspector." Lab. Code, § 2783(a). Here, the parties agree that the Borello test applies in determining whether the inspectors at issue are employees or independent contractors.

a. Control Over Inspectors' Work.

The Borello test for employment focuses primarily on whether an employer has the right to control an employee's work. 48 Cal.3d at 350.

Plaintiff presented substantial evidence that whether Defendant retains the right to control inspectors' work is an

issue susceptible to common proof. First, Defendant requires all prospective inspectors to sign a standardized "Independent Contractor Agreement" (ICA). Grover Decl., Exh. E (Independent Contractor Agreement [Jan. 2020–present] ("2020 ICA"); Exh. F (pre-2020 ICA); Exh. M (PMK Depo.) at 21:14-24:3; Collins Decl., ¶¶ 3, 17-18. The provisions of the ICA and its attached fee schedule are non-negotiable. Id., Exh. M at 29:1-13; Collins Decl., ¶ 18. Both versions of the ICA require inspectors to pay for all business expenses themselves. Id., Exh. F, ¶ 9; Exh. E; Exh. M at 33:8-15.

Second, Defendant negotiates and contracts with insurance carriers to provide real property inspections. Inspectors do not participate in such negotiations. Grover Decl., Exh. M at 20:3-5, 20:12-19.

Third, Defendant has no other workers who perform property inspections. Grover Decl., Exh. M at 29:14-30:2, 30:10-23. Defendant notes that it also contracts with Alternative Field Representatives (AFRs) to inspect properties. However, Defendant has not shown how the inspection work that AFRs perform significantly differs from that performed by the inspectors in the putative class. In other words, it appears that AFRs also must adhere to Defendant's inspection methods, use Defendant's inspection forms, and use Defendant's intranet for assignment scheduling and completion.

Fourth, Defendant's uniform policies and practices dictate how, when, and where inspectors must perform their work. Defendant provides all new inspectors with orientation that includes step-by-step training videos detailing how to perform each aspect of the inspection process. Grover Decl., Exh. N (Training Video Transcript at 2); Exh. M (64:19-65:11, 104:6-107:5, 107:15-143:2). Defendant also has a subset of policies for certain clients such as State Farm. Id., Exh. N at 156:6-168:16.

Each day, Defendant's clients place orders for property inspections with NIIS throughout each day. Defendant's computer system automatically assigns the work to an inspector who works in the zip code where the property is located. If no inspector is located in that zip code, Defendant contacts inspectors to ask if they would be willing to do the inspection. Grover Decl., Exh. N at 43:15-44:11; Exh. M at 34:5-13, 35:10-36:8. To track their work assignments, inspectors access Defendant's intranet, where Defendant provides deadlines for each inspection, the type of inspection required, whether an

appointment is required, the property address, and other necessary details. Grover Decl., Exh. N at 46:20-61:19; Exh. M at 34:14-35:9, 121:3-11.

For each assignment, Defendant generates a checklist inspection form, which is standardized based on the inspection type. Grover Decl., Exh. H (sample inspection form); Exh. M at 54:14-55:19; Exh. N at 9:17-20, 10:5-8, 30:1-34:18; 64:1-65:9. As they perform each inspection task, inspectors check off the corresponding box on in the inspection form.

Defendant also requires inspectors to perform assignments within certain time windows. These time windows are sometimes shorter than client requirements. Grover Decl., Exh. M at 84:24-87:24; Exh. N at 49:1-50:15. If an inspector does not complete the assignment within the time window, Defendant charges a penalty, reducing the amount it pays the inspector. Id., Exh. M at 151:1-24; 163:14- 165:4), Exh. J (Orientation Materials).

The inspections are simple data collection tasks, for which Defendant provides step-by-step training and instruction. Inspection types include observation, exterior, and interior inspections. These tasks do not require specialized skill or training to perform. Defendant provides the training needed to perform all inspection tasks. After completing each assignment, inspectors must input the data they collected into an online inspection form, upload the required photos, and then submit to Defendant for approval. Grover Decl., Exh. M at 40:9-20, 41:7-16, 82:22-83:13; Exh. N at 18:5-8, 21:10-24:21, 25:6-29:2, 34:17-36:3.

Furthermore, Defendant has full-time Quality Assurance (QA) employees who review each inspection form that inspectors submit. Glover Decl., Exh. M at 9:25-10:14, 11:5-7, 16:16-17, 41:7-23); Exh. N at 44:19- 46:19. If the QA team approves an inspection form, it automatically authorizes payment to the inspector. If QA finds a missing item or an error on the inspection form, it will mark the job as incomplete with instructions as to what the inspector must correct. The inspector then must either correct the inspection report or return to the property to gather the missing data and resubmit the inspection form for QA review.

Fifth, Defendant sets the pay rates for all inspectors. Inspectors do not submit invoices to Defendant for each assignment. Glover Decl., Exh. M at 40:5-41:19.

Finally, Defendant controls other aspects of the inspectors' work. Defendant requires inspectors to adhere to its dress code, wear a badge when performing the inspection work, and provides them with business cards. Glover Decl., Exh. J (orientation materials) at CVN 1002; Exh. K (name badge), Exh. L (business card); Exh. M at 128:19-129:14, 160:22-161:22, 165:8-13, 191:25-193:7. NIIS instructs Inspectors to introduce themselves to property owner/occupants as "[name] with National Insurance Inspection Services." Id., Exh. N at 4:7-8, 170:10-12. Defendant can fire inspectors immediately upon written notice. Id., Exh. F (pre-2020 ICA), Exh. E (2020 ICA) at CVN 1010, § 17, "Termination"; Exh. M at 47:7-24.

Defendant contends that certification is not warranted because (1) insurance carriers, rather than Defendant, set inspection parameters; (2) inspectors set their own working days and schedules; (3) inspectors manage their businesses as they deem appropriate, which includes accepting work from other clients and hiring their own employees; (4) inspectors have the right to reject assignments; (5) inspectors have requested increases and decreases in their inspection areas; (6) inspectors can negotiate fees; (7) Defendant's quality control measures ensure that inspection reports meet insurance carrier standards; and (8) the Section 2783 exception is based on Defendant's business model and practices of treating inspectors as independent contractors. However, as discussed more fully below, these contentions do not defeat commonality and instead appear to be defenses more appropriate to the merits stage of the proceedings.

As noted above, common questions predominate as to Defendant's control of inspectors' wages, hours, and working conditions. These questions can be addressed through common evidence such as Defendant's ICAs, fee schedules, form inspection reports, training videos, intranet portal, and QA procedures.

Even if Defendant's work requirements are based on customer demands, such requirements are still evidence of Defendant's control. See, e.g., Narayan v. EGL, Inc. (9th Cir. 2010) 616 F.3d 895, 902 (work requirements "imposed to meet the industry standard, the DOT regulation, and . . . customer's requirements" are evidence of control); Hurst v. Buczek Enterprises, LLC (N.D. Cal. 2012) 870 F.Supp.2d 810, 826 (supervision was evidence of control even if at behest of clients or to comply with government regulations). If employer control were vitiated by

customer demands, then "any worker who completes tasks that are geared toward implementing client requests would become a contractor rather than an employee." Id. at 826. The Hurst court also noted that "at some level, all company control and supervision over its workers are geared toward satisfying its clients and customers." Id.

Defendant also tries to raise individualized issues by pointing to exceptions to its general procedures and practices. For example, Defendant notes several occasions where inspectors negotiated higher fees for assignments that were out-of-town and required the inspectors to drive an unusually long distance, or for exceptionally large properties. Def. Decls.; Exh. B at ¶ 12 (higher fees for remote assignments); Exh. C at ¶ 10 (same); Exh. D at ¶ 12 (same); Exh. E at ¶ 12 (same); Exh. G at ¶ 12 (same); Exh. J at ¶ 11 (same); Exh. H at ¶ 13 (same); Exh. M at ¶ 10; Exh. O at 11 (same); Exh. P at ¶ 11 (same). Yet these limited occasions do not negate the common evidence that Defendant almost always pays inspectors according to a uniform corporate policy and practice, based on a pre-determined rate set by Defendant.

Next, Defendant contends that it does not control the hours that inspectors work because they set their own schedules. However, Defendant imposes its own assignment completion deadlines and charges a penalty if inspectors do not timely complete assignments.

Finally, Defendant's "industry custom" contention is unavailing. Notably, industry custom is not a factor under the Borello test. In addition, Labor Code § 2783 simply states that the Borello test applies to insurance inspectors.

b. Secondary *Borello* Factors.

Plaintiff has also provided substantial evidence that whether the secondary Borello factors are met is an issue susceptible to common proof. The secondary Borello factors include:

> (a) whether the one performing services is engaged in a distinct occupation or business; (b) the kind of occupation, with reference to whether, in the locality, the work is usually done under the direction of the principal or by a specialist without supervision; (c) the skill required in the particular occupation; (d) whether the principal or the worker

> supplies the instrumentalities, tools, and the place of work for the person doing the work; (e) the length of time for which the services are to be performed; (f) the method of payment, whether by the time or by the job; (g) whether or not the work is a part of the regular business of the principal; and (h) whether or not the parties believe they are creating the relationship of employer-employee.

Borello, 48 Cal.3d at 351; see also Estrada v. FedEx Ground Package System, Inc. (2007) 154 Cal.App.4th 1, 10.

Defendant briefly suggests — without further analysis — that the Court would have to assess inspectors individually to determine whether they were in a distinct occupation or business. However, this issue can be resolved by common proof. As noted above, Defendant provides inspection services to its clients. The inspectors perform the inspections for Defendant as Defendant's labor force. As such, both Defendant and the inspectors are involved in the same occupation and business. Defendant notes that 80% of 105 current inspectors have registered as "dbas" or are incorporated. Goldsborough Decl., ¶ 5. Yet this appears to be additional evidence of control, as the current ICA requires inspectors to form a business association. Grover Decl., Exh. E, § 5.

In addition, the length of time worked by each inspector is a common question. Under the ICA, Defendant assigns work to inspectors until the inspector notifies Defendant to stop doing so or until Defendant terminates the inspector. As such, how long each individual inspector actually worked for Defendant is irrelevant. In any event, the right to discharge at will, without cause, is also strong evidence of an employment relationship. Borello, 48 Cal.3d at 350.

Next, a worker's use of helpers is a further factor that courts consider under Borello. Here, Defendant's supporting class member declarations note the use of helpers, yet these appear to be limited to close relatives. Def. Decls., Exh. B, ¶ 8 (wife assists in uploading photos and doing sketches); Exh. E, ¶ 9 (father and son assist each other with inspections); Exh. P, ¶ 10 (wife assists with submitting reports). Only one of Defendant's declarants, David Randin, attests to having actual employees. Def. Decls., Exh. K, ¶¶ 6-7. This sole outlier (0.002% of the putative class) does not defeat commonality. In any event, Randin also attests that he performs most of the inspection work himself. Id., ¶ 6.

Finally, contrary to Defendant's contention, the parties' subjective beliefs do not weigh against class certification. "The parties' label is not dispositive and will be ignored if their actual conduct establishes a different relationship." Estrada, 54 Cal.App.4th at 10–11.

3. Commonality as to Unpaid Overtime Claim.

Labor Code § 510 requires overtime to be paid to nonexempt employees for all hours worked in excess of eight hours per day and 40 hours per week. "'Hours worked' means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs., tit. 8, § 11040(2)(K); see also Mendiola v. CPS Security Solutions, Inc. (2015) 60 Cal.4th 833, 840. Class certification for a claim of off-the-clock work requires a common policy, a common method of proof, and evidence that an employer "knew or should have known off-the-clock work was occurring[.]" Brinker, 53 Cal.4th at 1051.

Defendant admits that it (1) does not pay inspectors for travel time or clerical tasks; (2) pays a flat rate regardless of time actually worked; (3) does not pay overtime; and (4) does not comply with wage-and-hour laws because it classifies all inspectors as independent contractors. As such, if Plaintiff proves that inspectors are Defendant's employees, whether Defendant failed to pay overtime can be proven on a class basis. Defendant contends that there is insufficient evidence of inspectors' daily hours worked to support an unpaid overtime claim. Defendant also contends that Plaintiff's Exhibit I is a "one-off" document created to estimate how long an inspector worked on a given day, and that such records were not regularly kept during the course of business.

However, the presence or absence of such evidence does not defeat commonality. Whether Defendant had a lawful overtime policy is an issue susceptible to common proof. Plaintiff's claim will depend on common evidence such as Defendant's payroll records, and whether Plaintiff can show that any violations actually occurred will be a question of damages. An employer's liability arises by adopting an unlawful, uniform policy, and whether an individual employee performed unpaid overtime is a question of damages. See, e.g., Faulkinbury v. Boyd & Associates, Inc. (2013) 216 Cal.App.4th 220, 235 (addressing

meal break violations), disapproved on other grounds by Noel v. Thrifty Payless, Inc. (2019) 7 Cal.5th 955.

Plaintiff established with substantial evidence that common questions predominate as to her unpaid overtime claim.

4. Commonality as to Meal and Rest Break Claims.

Under Labor Code § 512(a):

> An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Under Brinker, "[a]bsent circumstances permitting an on-duty meal period, an employer's obligation is to provide an off duty meal period: an uninterrupted 30-minute period during which the employee is relieved of all duty." The employer "need not ensure that the employee does no work." Id. at 1034. "Proof an employer had knowledge of employees working through meal periods will not alone subject the employer to liability for premium pay; employees cannot manipulate the flexibility granted them by employers to use their breaks as they see fit to generate such liability." Id. at 1040. However, "an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." Id.

Generally, an employer must provide paid rest periods of a specified minimum duration, e.g., ten minutes of rest for every four hours worked, or major fraction thereof. See Cal. Code Regs., tit. 8, § 11040, ¶ 12. "During required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time." Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th at 257, 260.

Defendant admits that it had no meal or rest break policy because it classifies inspectors as independent contractors. Grover Decl., Exh. M at 167:2-12. Thus, Defendant never authorized and inspectors never took uninterrupted, off-duty, 30-minute meal periods. Nor did Defendant authorize or inspectors take periodic rest breaks. As such, any meal or rest breaks the inspectors took were unpaid.

In Bradley v. Networkers Internat., LLC (2012) 211 Cal.App.4th 1129, the employer admitted that it did not comply with the wage and hour laws because it classified its workers as independent contractors. Id. at 1145–47, 1149. The Bradley court held that, pursuant to Brinker, the employer's lack of a meal and rest period policy was an issue susceptible to common proof. Id. at 1149–54. As with Plaintiff's unpaid overtime claim, whether inspectors actually took compliant meal and rest breaks is a question of damages and does not defeat certification.

Plaintiff established with substantial evidence that common questions predominate as to her meal and rest break claims.

5. Commonality as to Wage Statement Claim.

In California, employers must furnish employees with accurate itemized wage statements showing, inter alia, the "total hours worked by the employee," and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employees." Lab. Code, § 226(a)(6).
Here, because Defendant classifies inspectors as independent contractors, Defendant does not issue paystubs to inspectors in violation of Labor Code § 226. Thus, Defendant's liability under Labor Code § 226 turns on the employee classification question, which is subject to common proof.

Plaintiff established with substantial evidence that common questions predominate as to her wage statement claim.

6. Commonality as to Waiting Time Penalties Claim.

Labor Code §§ 201–202 require an employer to pay departing employees all accrued wages within strict statutory time limits. When the employer willfully fails to do so, the unpaid wages accrue as a penalty for up to 30 days. Lab. Code, § 203.

Defendant classifies inspectors as independent contractors and thus does not pay overtime wages or premiums for missed meal and rest breaks. As such, Defendant has failed to pay all wages due on termination. This issue is appropriate for class treatment.

Plaintiff established with substantial evidence that common questions predominate as to her waiting time penalties claim.

7. Commonality as to Reimbursement Claim.

Under Labor Code § 2802, an employer must indemnify its employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties[.]" Lab. Code, § 2802(a). The elements of a Section 2802(a) cause of action are: "(1) the employee made expenditures or incurred losses; (2) the expenditures or losses were incurred in direct consequence of the employee's discharge of his or her duties, or obedience to the directions of the employer; and (3) the expenditures or losses were necessary." Cassady v. Morgan, Lewis & Bockius LLP (2006) 145 Cal.App.4th 220, 230 (emphasis added).

Defendant admits that it does not reimburse inspectors' business expenses because they are classified as independent contractors. Whether inspectors' business expenses were reasonable and should have been reimbursed can be determined on a class basis because inspectors incur similar business expenses. If Plaintiff establishes that inspectors are employees, the reasonableness of those expenses is a question subject to common proof. Whether individual inspectors' expenses were incurred for their work for Defendant or for other clients is a question of damages and does not defeat certification.

Plaintiff established with substantial evidence that common questions predominate as to her reimbursement claim.

8. Commonality as to UCL Claim.

Under Business and Professions Code § 17200, "unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Business and Professions Code § 17204, which was amended by Proposition 64, allows a private person to bring an action for violation of the UCL when he "has suffered injury in fact and has lost money or property

as a result of such unfair competition." Durell v. Sharp Healthcare (2010) 183 Cal.App.4th 1350, 1359 (emphasis added). "[T]his second prong imposes a causation requirement. The phrase 'as a result of' in its plain and ordinary sense means 'caused by' and requires a showing of a causal connection or reliance on the alleged misrepresentation." Hall v. Time, Inc. (2008) 158 Cal.App.4th 847, 855.

"Unlike other states' Acts, the UCL permits a cause of action to be brought if a practice violates some other law. In effect, the 'unlawful' prong of § 17200 makes a violation of the underlying law a per se violation of §17200." Cal. Practice Guide, Business & Professions Code Section 17200 Practice (Rutter Group 2023), ¶ 3:53 (citing Kasky v. Nike, Inc. (2002) 27 Cal.4th 939, 950).

Compensatory damages are not available in a UCL action. Dean Witter Reynolds, Inc. v. Superior Court (1989) 211 Cal.App.3d 758, 774, reh'g denied and opinion modified July 21, 1989. Instead, a court may order the restitution of any money or property acquired as a result of unfair competition. Bus. & Prof. Code, § 17203.

Labor Code violations are actionable under the UCL. "[O]rders for payment of wages unlawfully withheld from an employee are . . . a restitutionary remedy authorized by section 17203." Cortez v. Purolator Air Filtration Products Co. (2000) 23 Cal.4th 163, 177.

Plaintiff established commonality as to her overtime claim, her meal and rest break claims, her wage statement claim, her waiting time penalties claim, and her reimbursement claim. As such, Plaintiff's derivative UCL claim is also susceptible to common proof.

Plaintiff established with substantial evidence that common questions predominate as to her Unfair Competition Law (UCL) claim.

G. Plaintiff's Claims Are Typical.

The purported class representative's claim must be "typical" but not necessarily identical to the claims of other class members. It is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of all class members. Classen v. Weller (1983) 145 Cal.App.3d 27, 45. Thus, it is not necessary that

the class representative have personally incurred all of the damages suffered by each of the other class members. Wershba, 91 Cal.App.4th at 228.

> Typicality refers to the nature of the claim or defense of the class representative, and not to the specific facts from which it arose or the relief sought. The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct.

Seastrom v. Neways, Inc. (2007) 149 Cal.App.4th 1496, 1502.

"A class representative who does not have a claim against the defendants cannot satisfy the typicality requirement." Martinez v. Joe's Crab Shack Holdings (2014) 231 Cal.App.4th 362, 375. In addition, "the typicality requirement demands that a member of the class be the class representative." 1 Rubenstein, Conte & Newberg, Newberg on Class Actions (5th ed. 2011) § 3:28.

Plaintiff's and the putative class members' claims and injuries are based on the same legal theories and arise out of Defendant's unlawful policies and practices. Plaintiff's claims are therefore typical of the putative class members' claims. Defendant contends that typicality is not satisfied because (1) Plaintiff's inspection practices diverge significantly from the other inspectors; (2) numerous inspectors signed releases; (3) numerous inspectors opted out; and (4) AFRs are atypical of the class.

First, Defendant alludes to "divergent" practices but does not clearly identify examples of such divergence. Although Defendant outlines in its statement of facts a handful of differences between individual inspectors, it is unclear which of these differences defeats typicality. In any event, the issue is whether Plaintiff and the putative class member suffered *similar* injuries, not whether their damages are *identical*. Plaintiff has shown that she and the putative class members may have experienced similar wage-and-hour violations because Defendant allegedly misclassified them as independent contractors.

Second, Plaintiff contends that the purported releases obtained by Defendant should be invalidated because of

Defendant's coercion and because the releases fail to disclose the correct case number, the case name, the contact information of Plaintiff's counsel, or the specific causes of action. The Court declines to invalidate the releases now. However, this is without prejudice to Plaintiff's challenging the validity of the releases during the merits stage, where Defendant may raise the releases as an affirmative defense.

Third, that certain class members opted out from this class action is irrelevant to typicality. Inspectors who opted out are no longer members of the putative class. The typicality inquiry addresses only whether Plaintiff and the remaining members of the putative class are similarly situated. Finally, the existence of AFRs does not defeat typicality. Defendant does not identify any specific policy or practice applicable to inspectors that are different for AFRs.

H. Counsel and Plaintiff Are Adequate Representatives.

"The primary criterion in determining adequacy of representation is whether the representative, through qualified counsel, vigorously and tenaciously protected the interests of the class." Simons v. Horowitz (1984) 151 Cal.App.3d 834, 846. Additionally, the class representative must "raise claims reasonably expected to be raised by the members of the class." City of San Jose, 12 Cal.3d at 464. The fiduciary duty must be undertaken free of demonstrable conflicts of interest with other class members. Amchem Prods. Inc. v. Windsor (1997) 521 U.S. 591, 625-626. The "adequacy of representation" requirement has not been precisely differentiated from the typicality requirement. Caro, 18 Cal.App.4th at 670. Other cases have stated that adequacy of representation depends on whether plaintiff's attorney is qualified to conduct the proposed litigation and plaintiff's interests are not antagonistic to the interests of the class. McGhee v. Bank of America (1976) 60 Cal.App.3d 442, 450.

Plaintiff's counsel has submitted a declaration attesting to their experience and qualifications. Grover Decl., ¶¶ 22-24. Plaintiff's counsel appears qualified to conduct the proposed litigation.

In addition, Plaintiff's claims are typical of the class they seek to represent because they have all been similarly injured by Defendant's conduct. Collins Decl., ¶¶ 4-21; Pltf. Decls., Exhs. 1-5, ¶¶ 4-17. Plaintiff is willing to act as class representative, understands her fiduciary responsibility,

and is committed to actively participating in this case. Collins Decl., ¶¶ 19, 20, 23. There is no potential conflict of interest, as Plaintiff and the putative class members all seek similar relief. Id., ¶ 22.

I. A Class Action Appears To Be A Superior Means Of Resolving This Dispute.

In deciding whether a class action would be "superior" to individual lawsuits, a court will usually consider:

> (1) The interest of each member in controlling his or her own case personally;
> (2) The difficulties, if any, that are likely to be encountered in managing a class action;
> (3) The nature and extent of any litigation by individual class members already in progress involving the same controversy; and
> (4) the desirability of consolidating all claims in a single action before a single court.

Rutter Guide at ¶ 14:16 (citing Federal Rule of Civil Procedure 23(b)(3)); see also Basurco v. 21st Century Ins. Co. (2003) 108 Cal.App.4th 110, 120; Newell v. State Farm Gen. Insurance Co. (2004) 118 Cal.App.4th 1098, 1101; Lee v. Dynamex, Inc. (2008) 166 Cal.App.4th 1325, 1333; Johnson v. GlaxoSmith-Kline, Inc. (2008) 166 Cal.App.4th 1497, 1510; Ghazaryan v. Diva Limousine, Ltd. (2008) 169 Cal.App.4th 1524, 1537.

Furthermore, under California law, a class action is not "superior" where there are numerous and substantial questions affecting each class member's right to recover, following determination of liability to the class as a whole. City of San Jose, 12 Cal.3d at 459.

In Duran v. U.S. Bank National Assn. (2014) 59 Cal.4th 1, the California Supreme Court noted as follows:

> If statistical evidence will comprise part of the proof on class action claims, the court should consider at the certification stage whether a trial plan has been developed to address its use. A trial plan describing the statistical proof a party anticipates will weigh in favor of granting class certification if it shows how individual issues can be managed at trial. Rather than accepting assurances that a statistical plan will eventually be developed,

> trial courts would be well advised to obtain such a plan before deciding to certify a class action.

Id. at 31–32 (emphasis in original). Under Duran, " . . . [i]n wage and hour cases where a party seeks class certification based on allegations that the employer consistently imposed a uniform policy or de facto practice on class members, the party must still demonstrate that the illegal effects of this conduct can be proven efficiently and manageably within a class setting." Id. at 29 (emphasis added).

> Trial courts must pay careful attention to manageability when deciding whether to certify a class action. In considering whether a class action is a superior device for resolving a controversy, the manageability of individual issues is just as important as the existence of common questions uniting the proposed class. If the court makes a reasoned, informed decision about manageability at the certification stage, the litigants can plan accordingly and the court will have less need to intervene later to control the proceedings.

Id.

Here, given the size of the putative class and the well-defined community of interest, class treatment would be superior to individual case-by-case resolution. Individual suits are unlikely because such litigation will cost far more than the relatively small value of the individual claims. For current employees, fear of retaliation "is a justification for class certification in the arena of employment litigation[.]" Gentry v. Superior Court (2007) 42 Cal.4th 443, 460, abrogation on other grounds recognized by Iskanian v. CLS Transportation Los Angeles, LLC (2014) 59 Cal.4th 348, 360. In addition, a class trial will avoid the possibility of multiple actions challenging the same conduct, conserving litigant and Court resources.

In addressing the "manageability" element under the superiority prong, Plaintiff submitted under separate cover a proposed trial plan. In their trial plan, Plaintiff proposes to bifurcate the trial into two phases. Phase One will be a bench trial to resolve whether inspectors are employees under the Borello test. Each side will call a fixed number of witnesses and take a fixed number of depositions. Depositions will be limited to one seven-hour day. Expert witnesses will be disclosed 75 days before trial. Plaintiff proposes a Phase One

trial date in January or February 2024. Plaintiff estimates Phase One will take eight to 12 court days. Misclassification will be established through common evidence, such as Defendant's uniform ICAs, training materials, and inspection forms; testimony from Defendant's person most knowledgeable and class members; and Defendant's records.

Phase Two will be the damages phase. Plaintiff does not object to a jury trial for Phase Two. Defendant's records will provide the evidence necessary for the parties' experts to calculate individual and aggregate damages for the class claims. Plaintiff proposes a four-to-five-day trial for Phase Two. Plaintiff plans to call up no more than two experts to perform damages calculations.

Defendant objects that Plaintiff's proposed trial plan fails to adequately account for individualized issues. The Court agrees in part. Plaintiff's Phase One plan does not explain how Plaintiff intends to address Defendant's anticipated affirmative defenses. According to Defendant, numerous differences between inspectors' work practices will make Phase One unmanageable. However, as noted above, there appears to be substantial evidence of enough common control by Defendant over the inspectors' work to overcome any individual inspectors' different experiences.

As for Phase Two, Plaintiff's trial plan is inadequate as to damages calculations. What opinions will Plaintiff's experts offer? If those experts intend to rely on statistical analysis, what would the sample size be? How does Plaintiff intend to ensure that the sample is random, and how does Plaintiff intend to control the margin of error? How will Plaintiff's experts determine individual and aggregate damages for the class?

The Duran court raised such issues in addressing the proper use of statistical sampling to prove wage-and-hour damages. The Duran court also warned that "[r]ather than accepting assurances that a statistical plan will eventually be developed, trial courts would be well advised to obtain such a plan before deciding to certify a class action." Duran, 59 Cal.4th at 32 (emphasis added). A mere "promise to conduct a statistical analysis in the future is not a trial plan." Modaraei v. Action Property Management, Inc. (2019) 40 Cal.App.5th 632, 644 (internal quotations omitted).

Plaintiff demonstrated with substantial evidence that the elements for class certification are generally satisfied, with

the exception of the "manageability" component of the superiority prong. The Court defers a final ruling on Plaintiff's motion to permit Plaintiff to provide further briefing on a more concrete trial plan.

III.
CONCLUSION

Based upon the foregoing, the Court orders that:

1) Plaintiff's Motion for Class Certification is GRANTED on the condition that Plaintiff's counsel file and serve an adequate Trial Plan satisfying the superiority (manageability) element for class certification.

2) Plaintiff's Request for Judicial Notice is GRANTED.

3) Plaintiff must file and serve a brief by September 8, 2023.

4) Opposition brief must be filed and served by September 18, 2023.

5) Reply brief must be filed and served by September 25, 2023.

6) The Court sets a Non-Appearance Case Review Re: Filing and Serving of Supplemental Briefing to Unconditionally Grant the Motion for Class Certification for October 2, 2023, 8:30 AM, Department 9.

CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: August 8, 2023

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge

EXHIBIT 7

E-Served: Jan 12 2024 4:06PM PST Via Case Anywhere

RULINGS/ORDERS RE: MOTION FOR CLASS CERTIFICATION

Collins vs. National Insurance Inspection Services, Inc., Case No.: 20STCV15619

FILED
Superior Court of California
County of Los Angeles
JAN 12 2024
David W. Slayton, Executive Officer/Clerk of Court
By: P. Herrera, Deputy

Plaintiff's Motion for Class Certification is unconditionally GRANTED.

Plaintiff filed and served an adequate Trial Plan satisfying the superiority (manageability) element for class certification.

The following class and subclasses are certified:

Real property inspectors and other workers in substantially similar positions classified by Defendants as independent contractors that performed work for Defendants in the State of California at any time during the applicable limitations period preceding the original filing of this Complaint.

(a) All similar situated real property inspectors classified by Defendants as independent contractors that performed work for Defendants in the State of California at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid any wages whatsoever, including minimum wage, for certain hours worked, including time spent on work related travel, and uploading mandatory reports and photographs.

(b) All similar situated real property inspectors classified by Defendants as independent contractors that performed work for Defendants in the State of California at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid in accordance with Labor Code § 510 when they worked more than eight hours in a day.

(c) All similar situated real property inspectors classified by Defendants as independent contractors that performed work for Defendants in the State of

California at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who worked more than six hours in a day and were not provided all meal periods.

(d) All similar situated real property inspectors classified by Defendants as independent contractors that performed work for Defendants in the State of California at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not provided with required rest periods.

(e) All similar situated real property inspectors classified by Defendants as independent contractors that performed work for Defendants in the State of California at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who did not receive complete and accurate wage statements.

(f) All similar situated real property inspectors classified by Defendants as independent contractors that performed work for Defendants in the State of California at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, inclusive, who were not paid all wages due upon discharge or voluntary quit as required by Labor Code §§201 - 203.

(g) All similar situated real property inspectors classified by Defendants as independent contractors that performed work for Defendants in the State of California at any time during the applicable limitations period preceding the original filing of this Complaint and up to the present and until compliance with the law, who were not reimbursed for necessary expenditures and losses incurred at the direction of Defendants.

The stay is lifted for all purposes and the parties may proceed with merits discovery.

The court sets a **Trial Setting Conference for March 4, 2024, 10:00 AM, Department 9.** All counsel ordered to appear.

The parties must file and serve a joint status report by **February 20, 2024.**

Code of Civil Procedure § 583.310 provides that "[a]n action shall be brought to trial within five years after the action is commenced against the defendant." The parties are reminded that "All case management stays, including stays of discovery issued by the Court, shall not be considered as a stay per Code of Civil Procedure section 583.310 unless specifically ordered by the Court." See ISC order. In the joint status report, counsel must address the 5 year statute for failure to prosecute and include an analysis identifying the last day for trial / date of expiration of the five year statute.

Concurrent with the joint status report, the parties must file and serve:

a. Joint [Proposed] Notice to the Class.
b. Joint Discovery Plan and [Proposed Order], (include deadline dates and pretrial motions, if any).

CLERK TO GIVE NOTICE TO PLAINTIFF. PLAINTIFF TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: January 12, 2024

YVETTE M. PALAZUELOS

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT

EXHIBIT 8

NIIS, 12476-1001
Billing Details by Matter
Inception - 12/10/2025, Eric Grover

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
03/28/2020	Eric Grover	1,050.00	0.5	$525.00	Review independent contractor agreement.
03/30/2020	Eric Grover	1,050.00	1.5	$1,575.00	Review newly provided documents; research Labor Code 2810.
03/31/2020	Eric Grover	1,050.00	0.5	$525.00	Review R. Spencer's interview notes; discuss case with R. Spencer; email J. Fagerblom re same.
04/01/2020	Eric Grover	1,050.00	1.0	$1,050.00	Review Labor Code 2810 research memo; emails re same; draft representation agreement.
04/15/2020	Eric Grover	1,050.00	2.5	$2,625.00	Review and revise PAGA letter; legal research re LC 2810.3
04/16/2020	Eric Grover	1,050.00	4.5	$4,725.00	Final review and revision of PAGA letter; work on draft complaint.
04/17/2020	Eric Grover	1,050.00	0.8	$840.00	Review and revise next draft of complaint.
05/05/2020	Eric Grover	1,050.00	0.3	$315.00	Emails re complaint service issues.
05/07/2020	Eric Grover	1,050.00	0.3	$315.00	Review email from Pacific Insurance counsel and draft response; draft letter to owner of NIIS.
05/12/2020	Eric Grover	1,050.00	0.3	$315.00	Email R. Spencer re discovery plan.
05/21/2020	Eric Grover	1,050.00	2.0	$2,100.00	Review and revise draft discovery.
05/26/2020	Eric Grover	1,050.00	0.3	$315.00	Review email from GEICO counsel and email R. Spencer re same.
06/01/2020	Eric Grover	1,050.00	0.5	$525.00	Prepare for and participate in call with R. Spencer and defense counsel re underlying facts and mediation

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
06/02/2020	Eric Grover	1,050.00	0.3	$315.00	Email to defense counsel re mediation.
06/03/2020	Eric Grover	1,050.00	0.3	$315.00	Email exchange with defense counsel re mediation.
06/09/2020	Eric Grover	1,050.00	0.3	$315.00	Emails re mediation.
06/11/2020	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.
06/17/2020	Eric Grover	1,050.00	0.3	$315.00	Emails with defense counsel and mediator's office re mediation.
06/18/2020	Eric Grover	1,050.00	0.3	$315.00	Emails re mediation with defense counsel and mediator's office.
06/21/2020	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.
06/22/2020	Eric Grover	1,050.00	1.0	$1,050.00	Review and revise First Amended Complaint.
06/23/2020	Eric Grover	1,050.00	0.3	$315.00	Emails with mediator M. Dickstein and defense counsel.
06/24/2020	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.
06/25/2020	Eric Grover	1,050.00	0.3	$315.00	Review email from defense counsel re mediation.
06/30/2020	Eric Grover	1,050.00	0.3	$315.00	Emails re mediation.
07/06/2020	Eric Grover	1,050.00	0.3	$315.00	Emails with defense counsel re mediation.
07/07/2020	Eric Grover	1,050.00	0.3	$315.00	Review cmc order.
07/08/2020	Eric Grover	1,050.00	0.3	$315.00	Emails with mediator's office.
08/14/2020	Eric Grover	1,050.00	0.8	$840.00	Review and revise draft mediation information request.
08/15/2020	Eric Grover	1,050.00	0.5	$525.00	Finalize and serve mediation information request.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
09/10/2020	Eric Grover	1,050.00	0.3	$315.00	Emails with co-counsel re mediation brief.
09/15/2020	Eric Grover	1,050.00	0.5	$525.00	Email and pc/ defense counsel re mediation issues.
09/18/2020	Eric Grover	1,050.00	0.5	$525.00	Emails with defense counsel and JAMS re mediation; review email from court.
09/29/2020	Eric Grover	1,050.00	0.3	$315.00	Emails re new mediation date.
10/19/2020	Eric Grover	1,050.00	0.5	$525.00	Review and revise joint cmc and response to Order to show cause.
10/29/2020	Eric Grover	1,050.00	0.3	$315.00	Review emails from mediator and court.
12/30/2020	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation information request.
01/04/2021	Eric Grover	1,050.00	0.3	$315.00	Review email from defense counsel re mediation information.
01/18/2021	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.
01/20/2021	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.
01/24/2021	Eric Grover	1,050.00	0.3	$315.00	Review email re moving mediation.
03/30/2021	Eric Grover	1,050.00	0.3	$315.00	Review email from defense counsel re status of mediation production.
04/09/2021	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation information.
04/13/2021	Eric Grover	1,050.00	0.3	$315.00	Review emails re new status conference date and status of mediation information request.
04/15/2021	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re response to mediation information request.
04/25/2021	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation information.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
04/25/2021	Eric Grover	1,050.00	0.8	$840.00	Update draft of settlement agreement and email defense counsel re same.
04/27/2021	Eric Grover	1,050.00	0.5	$525.00	Multiple emails re mediation.
05/03/2021	Eric Grover	1,050.00	0.3	$315.00	Emails re mediation.
05/04/2021	Eric Grover	1,050.00	0.3	$315.00	Emails re mediation.
08/07/2021	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation information.
08/10/2021	Eric Grover	1,050.00	0.3	$315.00	Review and reply to email from JAMS.
09/06/2021	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.
09/08/2021	Eric Grover	1,050.00	0.3	$315.00	Emails with defense counsel re mediation.
09/13/2021	Eric Grover	1,050.00	0.3	$315.00	Pc/ defense counsel re mediation; email mediator.
09/15/2021	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.;
10/04/2021	Eric Grover	1,050.00	0.3	$315.00	Emails re continued mediation.
10/09/2021	Eric Grover	1,050.00	0.3	$315.00	Review order re status conference.
11/09/2021	Eric Grover	1,050.00	0.8	$840.00	Review defendant's mediation brief.
11/17/2021	Eric Grover	1,050.00	0.3	$315.00	Emails re mediation information.
12/03/2021	Eric Grover	1,050.00	0.5	$525.00	Review R. Spencer memo re mediation data production; contact consultant A. Tom re same.
12/06/2021	Eric Grover	1,050.00	0.5	$525.00	Review data issues with R. Spencer; call with consultant A. Tom and R. Spencer re new project.
12/17/2021	Eric Grover	1,050.00	0.3	$315.00	Review email from defense counsel re mediation data.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
01/23/2022	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.
01/24/2022	Eric Grover	1,050.00	0.5	$525.00	Pc/ JAMS; pc/ R. Spencer and defense counsel re mediation; email JAMS re same.
01/25/2022	Eric Grover	1,050.00	0.3	$315.00	Email defense counsel re mediation.
01/30/2022	Eric Grover	1,050.00	0.3	$315.00	Emails re scheduling mediation.
01/31/2022	Eric Grover	1,050.00	0.3	$315.00	Emails re mediation date.
03/16/2022	Eric Grover	1,050.00	0.5	$525.00	Review order re status conference; review emails re mediation data issues.
03/27/2022	Eric Grover	1,050.00	0.3	$315.00	Review email from defense counsel re tables codes.
03/28/2022	Eric Grover	1,050.00	0.3	$315.00	Review email from A Tom re mediation data.
03/29/2022	Eric Grover	1,050.00	0.3	$315.00	Emails with A Tom re mediation data.
04/07/2022	Eric Grover	1,050.00	4.0	$4,200.00	Several reviews of draft mediation brief; legal research re AB 5 exemptions; emails with R Spencer and E Acevedo re same.
04/08/2022	Eric Grover	1,050.00	1.5	$1,575.00	Final review and revision of mediation brief.
04/12/2022	Eric Grover	1,050.00	0.3	$315.00	Mediation related e-mails.
04/14/2022	Eric Grover	1,050.00	0.3	$315.00	Emails re mediation.
04/17/2022	Eric Grover	1,050.00	1.0	$1,050.00	Review defendant's mediation brief and legal research re retroactivity of exemption; emails with R Spencer and E Acevedo re same.
04/18/2022	Eric Grover	1,050.00	0.8	$840.00	Emails re mediation issues; review A Tom damages analysis.
04/19/2022	Eric Grover	1,050.00	0.5	$525.00	Review damage calculations with R Spencer and set mediation strategy.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
04/20/2022	Eric Grover	1,050.00	1.5	$1,575.00	Mediation preparation; draft MOU.
04/21/2022	Eric Grover	1,050.00	4.0	$4,200.00	Participate in mediation; multiple discussions with R Spencer re same.
05/04/2022	Eric Grover	1,050.00	0.3	$315.00	Discuss status of follow by mediator with R Spencer.
05/10/2022	Eric Grover	1,050.00	0.3	$315.00	Review joint status report.
06/19/2022	Eric Grover	1,050.00	0.3	$315.00	Review answer to complaint.
06/23/2022	Eric Grover	1,050.00	0.5	$525.00	Review and revise draft Belaire letter.
06/29/2022	Eric Grover	1,050.00	0.5	$525.00	Discuss defendant's Pick-Up-Stix program with R Spencer.
07/07/2022	Eric Grover	1,050.00	0.5	$525.00	Review opposition to ex parte.
07/18/2022	Eric Grover	1,050.00	0.3	$315.00	Emails re Belaire letter.
07/20/2022	Eric Grover	1,050.00	0.3	$315.00	Emails re contact by putative class member.
08/03/2022	Eric Grover	1,050.00	0.3	$315.00	Emails re Belaire process.
08/04/2022	Eric Grover	1,050.00	0.3	$315.00	Emails re Belaire process.
08/12/2022	Eric Grover	1,050.00	0.3	$315.00	Email re Belaire mailing.
09/06/2022	Eric Grover	1,050.00	0.3	$315.00	Review weekly report.
09/18/2022	Eric Grover	1,050.00	1.0	$1,050.00	Review defendant's discovery responses.
09/25/2022	Eric Grover	1,050.00	0.3	$315.00	Review plaintiff's meet and confer letter.
10/13/2022	Eric Grover	1,050.00	0.3	$315.00	Status update discussion with R Spencer.
10/19/2022	Eric Grover	1,050.00	0.8	$840.00	Review and approve second sets of written discovery.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
11/01/2022	Eric Grover	1,050.00	0.5	$525.00	Review discovery related emails and discuss discovery disputes with R Spencer.
01/25/2023	Eric Grover	1,050.00	0.5	$525.00	Email putative class member who contacted us; discuss case status with R. Spencer.
01/31/2023	Eric Grover	1,050.00	1.0	$1,050.00	Review order re opposing counsel in another case dealing with Pick-Up-Stix issue and email R Spencer re same; review defendant's latest discovery responses.
02/07/2023	Eric Grover	1,050.00	1.0	$1,050.00	Review and revise draft PMK deposition notice and email R Spencer re same.
02/16/2023	Eric Grover	1,050.00	0.3	$315.00	Review notice re IDC.
03/15/2023	Eric Grover	1,050.00	0.5	$525.00	Multiple communications with R Spencer re what was happening at the PMK deposition.
04/05/2023	Eric Grover	1,050.00	0.3	$315.00	Discuss class cert evidence issue with R Spencer.
04/21/2023	Eric Grover	1,050.00	0.3	$315.00	Emails re plaintiff's deposition.
04/24/2023	Eric Grover	1,050.00	0.3	$315.00	Review plaintiff's depo notice.
05/08/2023	Eric Grover	1,050.00	4.5	$4,725.00	Rview and revise draft class cert brief and draft trial plan.
05/12/2023	Eric Grover	1,050.00	0.8	$840.00	Review of various class cert motion documents.
05/15/2023	Eric Grover	1,050.00	0.3	$315.00	Discuss trial plan edits with R Spencer.
05/16/2023	Eric Grover	1,050.00	2.0	$2,100.00	Final review of class cert motion papers.
05/23/2023	Eric Grover	1,050.00	0.5	$525.00	Multiple pc's and emails with R spencer re plaintiff's deposition.
08/01/2023	Eric Grover	1,050.00	4.0	$4,200.00	Review class cert opposition and reply papers; discuss oral argument with R Spencer.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
08/02/2023	Eric Grover	1,050.00	0.8	$840.00	Emails re defendant's sur-reply; review sur-reply; review objection to sur-reply.
08/08/2023	Eric Grover	1,050.00	1.0	$1,050.00	Review tentative re class cert motion and discuss with R Spencer before and after hearing.
08/14/2023	Eric Grover	1,050.00	3.0	$3,150.00	Pc/ R Spencer and E Acevedo re trial plan issues; review sample trial plans; work on potential trial stipulations.
08/16/2023	Eric Grover	1,050.00	0.3	$315.00	Emails with defense counsel re possible trial stipulations.
08/17/2023	Eric Grover	1,050.00	1.5	$1,575.00	Work on trial stipulations.
08/18/2023	Eric Grover	1,050.00	1.0	$1,050.00	Finish drafts of trial stipulations and email defense counsel re same.
08/24/2023	Eric Grover	1,050.00	0.5	$525.00	Pc/ R Spencer and defense counsel re trial plan and mediation.
08/29/2023	Eric Grover	1,050.00	0.5	$525.00	Mediation emails; discuss mediation with R Spencer.
09/22/2023	Eric Grover	1,050.00	2.4	$2,520.00	Review and comment on mediation brief.
09/26/2023	Eric Grover	1,050.00	0.5	$525.00	Discuss mediation strategy with R Spencer.
09/28/2023	Eric Grover	1,050.00	0.8	$840.00	Review materials in preparation for mediation.
09/29/2023	Eric Grover	1,050.00	0.8	$840.00	Multiple pc's and emails with R Spencer re mediation. --
10/02/2023	Eric Grover	1,050.00	1.0	$1,050.00	Review mediator's proposal in detail and discuss with R Spencer; discuss items that need to be completed to address tentative class cert order.
10/03/2023	Eric Grover	1,050.00	0.8	$840.00	Prepare and send emails to experts A Tom, D Breshears, and R Drogin.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
10/04/2023	Eric Grover	1,050.00	0.8	$840.00	Prepare for and have calls with R Spencer and experts R Drogin and D Breshears.
10/05/2023	Eric Grover	1,050.00	0.8	$840.00	Prepare for and call with R Spencer and expert A Tom re expert declaration; review new documents produced by defendant.
10/24/2023	Eric Grover	1,050.00	0.3	$315.00	Emails with E Acevedo re trial plan.
10/25/2023	Eric Grover	1,050.00	0.5	$525.00	Review trial plan outline and pc/ E Acevedo re same; emails with R Drogin re expert declaration.
10/26/2023	Eric Grover	1,050.00	0.3	$315.00	Pc/ R Drogin re expert declaration.
10/27/2023	Eric Grover	1,050.00	0.5	$525.00	Email defense counsel re status of supplemental preliminary approval papers.
10/30/2023	Eric Grover	1,050.00	1.0	$1,050.00	Review and revise draft trial plan and email E Acevedo re same.
10/31/2023	Eric Grover	1,050.00	0.3	$315.00	Review R Spencer edits to R Drogin declaration and email R Drogin re same.
11/01/2023	Eric Grover	1,050.00	0.3	$315.00	Pc/ R Drogin re expert declaration.
11/02/2023	Eric Grover	1,050.00	0.5	$525.00	Review and approve next draft of R Drogin declaration; email D Breshears re status of declaration.
11/08/2023	Eric Grover	1,050.00	0.5	$525.00	Zoom call with expert D Breshears re declaration.
11/13/2023	Eric Grover	1,050.00	2.5	$2,625.00	Work on next draft of trial plan; review and revise draft A Tom declaration.
11/15/2023	Eric Grover	1,050.00	1.0	$1,050.00	Pc/ D Breshears re expert declaration; review and revise declaration; approve final declaration.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
11/16/2023	Eric Grover	1,050.00	2.0	$2,100.00	Work on rial plan brief and associated documents.
11/19/2023	Eric Grover	1,050.00	0.8	$840.00	Final review of revised trial plan brief.
11/20/2023	Eric Grover	1,050.00	1.0	$1,050.00	Final review and filing of revised trial plan.
12/06/2023	Eric Grover	1,050.00	0.3	$315.00	Emails with R Spencer and E Acevedo re trial plan reply.
12/09/2023	Eric Grover	1,050.00	2.0	$2,100.00	Review and revise draft trial plan reply and email E Acevedo re same.
12/11/2023	Eric Grover	1,050.00	1.5	$1,575.00	Finalize and file trial plan reply brief.
12/18/2023	Eric Grover	1,050.00	0.3	$315.00	Review minute order re trial plan.
01/12/2024	Eric Grover	1,050.00	0.5	$525.00	Review class cert order and minute order and emails with R Spencer re same.
01/24/2024	Eric Grover	1,050.00	0.5	$525.00	Meeting with R Spencer re discovery plan.
02/05/2024	Eric Grover	1,050.00	1.0	$1,050.00	Draft class certification notice and send to R Spencer for Review.
02/07/2024	Eric Grover	1,050.00	0.5	$525.00	Review and approve updated draft of class notice.
02/08/2024	Eric Grover	1,050.00	1.0	$1,050.00	Pre-discovery call with defense counsel strategy discussion with R Spencer; post-call strategy discussion; email E Acevedo re legal Research issue re class member contact by defense counsel; Review E Acevedo memo re same.
02/13/2024	Eric Grover	1,050.00	1.0	$1,050.00	Revise several drafts of joint status report and discussion with R Spencer re same.
02/15/2024	Eric Grover	1,050.00	1.5	$1,575.00	Revise draft special interrogatories and document requests and discuss with R Spencer.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
02/18/2024	Eric Grover	1,050.00	1.5	$1,575.00	Review defendant’s comments to joint status report and draft class notice; update both documents and send to defense counsel.
02/20/2024	Eric Grover	1,050.00	0.8	$840.00	PC/ R Spencer and defense counsel re joint status report; finalize joint report, proposed order, and class notice.
03/03/2024	Eric Grover	1,050.00	0.5	$525.00	Review tentative and emails with R Spencer re same.
03/04/2024	Eric Grover	1,050.00	1.0	$1,050.00	Several emails and pc/s R Spencer re hearing on trial issues.
03/05/2024	Eric Grover	1,050.00	0.3	$315.00	Review updated class notice and approve.
03/06/2024	Eric Grover	1,050.00	0.3	$315.00	Review defendant’s revision to class notice and discuss with R Spencer.
03/07/2024	Eric Grover	1,050.00	0.3	$315.00	Review R Spencer email to defense counsel re class notice.
03/12/2024	Eric Grover	1,050.00	0.3	$315.00	Emails re the class notice dispute
03/13/2024	Eric Grover	1,050.00	0.3	$315.00	Additional emails re class notice dispute
03/15/2024	Eric Grover	1,050.00	0.3	$315.00	Review and approve draft re class notice dispute
03/18/2024	Eric Grover	1,050.00	0.3	$315.00	Review next draft of class notice dispute
03/22/2024	Eric Grover	1,050.00	0.3	$315.00	Emails re discovery issues
04/01/2024	Eric Grover	1,050.00	0.5	$525.00	Emails with R Spencer and E Acevedo re bifurcation brief.
04/04/2024	Eric Grover	1,050.00	1.5	$1,575.00	Review and revise bifurcation MPA.
04/09/2024	Eric Grover	1,050.00	0.5	$525.00	Review order re class notice; emails with administrator re same; discuss with R Spencer.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
04/10/2024	Eric Grover	1,050.00	0.8	$840.00	Review and revise updated draft of bifurcation motion.
04/15/2024	Eric Grover	1,050.00	0.5	$525.00	Final review and approval of bifurcation motion.
04/19/2024	Eric Grover	1,050.00	0.3	$315.00	Emails re the class notice dispute.
04/24/2024	Eric Grover	1,050.00	0.3	$315.00	Emails re class mailing.
05/08/2024	Eric Grover	1,050.00	0.3	$315.00	Review detailed email from class member and emails with R Spencer re same.
05/11/2024	Eric Grover	1,050.00	0.3	$315.00	Review class notice weekly report.
05/13/2024	Eric Grover	1,050.00	0.5	$525.00	Review email and memo from class member and email class member re same.
05/22/2024	Eric Grover	1,050.00	1.0	$1,050.00	Review defendant’s opposition to bifurcation motion and discuss reply with R Spence.
05/23/2024	Eric Grover	1,050.00	0.5	$525.00	Email and discussions with R Spencer re bifurcation reply and discovery issues; emails with E Acevedo re bifurcation reply.
05/26/2024	Eric Grover	1,050.00	0.1	$105.00	Review weekly report.
05/27/2024	Eric Grover	1,050.00	1.0	$1,050.00	Review and revise draft bifurcation reply brief.
05/28/2024	Eric Grover	1,050.00	0.8	$840.00	Final review of bifurcation reply brief prior to filing.
05/31/2024	Eric Grover	1,050.00	0.1	$105.00	Review weekly report.
06/07/2024	Eric Grover	1,050.00	0.1	$105.00	Review weekly report .
06/11/2024	Eric Grover	1,050.00	0.7	$735.00	Review tentative and final order re bifurcation motion; discuss same with R Spencer’ review email re mediation.
06/17/2024	Eric Grover	1,050.00	0.2	$210.00	Emails re mediation

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
06/19/2024	Eric Grover	1,050.00	0.3	$315.00	Emails re late opt-outs and mediation
06/25/2024	Eric Grover	1,050.00	0.2	$210.00	Emails re mediation.
06/26/2024	Eric Grover	1,050.00	0.2	$210.00	Discuss mediation with R Spencer and emails re same.
07/09/2024	Eric Grover	1,050.00	0.4	$420.00	Review and revise five-year stipulation and discussion with R Spencer re same.
07/15/2024	Eric Grover	1,050.00	0.1	$105.00	Review order re vacating trial date.
08/14/2024	Eric Grover	1,050.00	0.2	$210.00	Mediation related emails.
10/16/2024	Eric Grover	1,050.00	0.4	$420.00	Review and revise draft mediation information request.
10/18/2024	Eric Grover	1,050.00	0.4	$420.00	Review and approve updated draft mediation information request.
11/21/2024	Eric Grover	1,050.00	0.2	$210.00	Emails from mediator.
12/16/2024	Eric Grover	1,050.00	0.2	$210.00	Discuss mediation issues with R Spencer.
01/10/2025	Eric Grover	1,050.00	0.3	$315.00	Discuss mediation information with R Spencer.
01/22/2025	Eric Grover	1,050.00	0.4	$420.00	Emails with R Spencer re mediation.
02/09/2025	Eric Grover	1,050.00	2.5	$2,625.00	Work on drafting long-form settlement agreement.
02/17/2025	Eric Grover	1,050.00	2.0	$2,100.00	Continue drafting long-form settlement agreement.
02/19/2025	Eric Grover	1,050.00	0.9	$945.00	Finish draft of long-form settlement agreement and email to defense counsel.
02/20/2025	Eric Grover	1,050.00	0.3	$315.00	Review admin bids.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
03/10/2025	Eric Grover	1,050.00	2.3	$2,415.00	Review defendant's revisions to settlement agreement; revise settlement agreement; draft class notice; email defense counsel re same.
03/20/2025	Eric Grover	1,050.00	1.0	$1,050.00	Emails with defense counsel re cy pres issue; review and revise draft preliminary approval motion.
03/21/2025	Eric Grover	1,050.00	0.3	$315.00	Multiple emails with defense counsel re cy pres issue.
03/25/2025	Eric Grover	1,050.00	1.1	$1,155.00	Finalize and circulate settlement agreement; work on preliminary approval motion.
04/01/2025	Eric Grover	1,050.00	0.8	$840.00	Work on preliminary approval motion.
04/07/2025	Eric Grover	1,050.00	1.1	$1,155.00	Discuss data issue with R Spencer; update draft of preliminary approval motion.
04/08/2025	Eric Grover	1,050.00	0.8	$840.00	Finalize draft of preliminary approval motion for review by defense counsel.
04/15/2025	Eric Grover	1,050.00	0.1	$105.00	Emails re finalizing preliminary approval motion.
07/03/2025	Eric Grover	1,050.00	0.1	$105.00	Discuss extending five-year SOL with R Spencer.
07/10/2025	Eric Grover	1,050.00	0.0	$0.00	Review preliminary approval tentative and emails with R Spencer re same.
07/21/2025	Eric Grover	1,050.00	1.0	$1,050.00	Review and revise draft amended settlement agreement and class notice and discussion with R Spencer re same.
07/23/2025	Eric Grover	1,050.00	0.7	$735.00	Review and revise draft supplemental preliminary approval filing.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
09/04/2025	Eric Grover	1,050.00	0.3	$315.00	Review preliminary approval tentative and discuss same with R Spencer.
10/06/2025	Eric Grover	1,050.00	0.3	$315.00	Review email from administrator re class notice and discuss with R Spencer.
10/17/2025	Eric Grover	1,050.00	0.1	$105.00	Review weekly report.
10/24/2025	Eric Grover	1,050.00	0.1	$105.00	Review weekly report.
11/07/2025	Eric Grover	1,050.00	0.1	$105.00	Review weekly report.
11/15/2025	Eric Grover	1,050.00	0.2	$210.00	Review weekly report and defense counsel email.
11/21/2025	Eric Grover	1,050.00	0.2	$210.00	Review weekly report; email E Acevedo re final approval motion.
11/26/2025	Eric Grover	1,050.00	0.1	$105.00	Review weekly report.
12/05/2025	Eric Grover	1,050.00	0.1	$105.00	Review weekly report.
Total:			**148.10**	**$155,505.00**	

EXHIBIT 9

NIIS, 12476-1001
Billing Details by Matter
Inception - 12/10/2025, Elizabeth Acevedo

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
04/01/2022	Elizabeth Acevedo	750.00	4.0	$3,000.00	Call with R. Spencer re mediation brief. Draft mediation brief.
04/04/2022	Elizabeth Acevedo	750.00	8.6	$6,450.00	Draft mediation brief. Conduct legal research regarding same.
04/05/2022	Elizabeth Acevedo	750.00	9.2	$6,900.00	Draft mediation brief. Conduct legal research regarding same.
04/07/2022	Elizabeth Acevedo	750.00	0.3	$225.00	Conduct legal research regarding mediation brief.
04/17/2022	Elizabeth Acevedo	750.00	0.5	$375.00	Conduct legal research regarding ABC test exemptions.
04/18/2022	Elizabeth Acevedo	750.00	0.3	$225.00	Conduct legal research regarding ABC test exemptions.
03/22/2023	Elizabeth Acevedo	750.00	0.3	$225.00	Call with R. Spencer regarding class certification motion.
03/23/2023	Elizabeth Acevedo	750.00	7.8	$5,850.00	Draft motion for class certification. Conduct legal research for same.
03/24/2023	Elizabeth Acevedo	750.00	7.0	$5,250.00	Draft motion for class certification. Conduct legal research for same.
03/27/2023	Elizabeth Acevedo	750.00	7.5	$5,625.00	Draft motion for class certification. Conduct legal research for same.
03/28/2023	Elizabeth Acevedo	750.00	6.8	$5,100.00	Draft motion for class certification, proposed trial plan, and other accompanying documents.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
03/29/2023	Elizabeth Acevedo	750.00	3.6	$2,700.00	Draft motion for class certification, proposed trial plan, and other accompanying documents.
03/30/2023	Elizabeth Acevedo	750.00	3.4	$2,550.00	Draft proposed trial plan for class certification motion.
03/31/2023	Elizabeth Acevedo	750.00	1.9	$1,425.00	Draft proposed trial plan for class certification motion.
03/31/2023	Elizabeth Acevedo	750.00	1.9	$1,425.00	Draft proposed trial plan.
04/05/2023	Elizabeth Acevedo	750.00	5.8	$4,350.00	Draft motion for class certification.
04/06/2023	Elizabeth Acevedo	750.00	6.6	$4,950.00	Draft motion for class certification.
08/14/2023	Elizabeth Acevedo	750.00	3.6	$2,700.00	Call with E. Grover and R. Spencer re supplemental class certification brief. Conduct legal research regarding same.
10/16/2023	Elizabeth Acevedo	750.00	0.7	$525.00	Discuss trial plan with E. Grover. Email R. Spencer regarding trial plan.
10/20/2023	Elizabeth Acevedo	750.00	1.3	$975.00	Conduct legal research regarding trial plan.
10/23/2023	Elizabeth Acevedo	750.00	3.0	$2,250.00	Conduct legal research regarding trial plan.
10/24/2023	Elizabeth Acevedo	750.00	3.5	$2,625.00	Draft outline and conduct legal research regarding revised trial plan. Call with E. Grover regarding same.
10/26/2023	Elizabeth Acevedo	750.00	2.8	$2,100.00	Draft outline for revised trial plan.
10/27/2023	Elizabeth Acevedo	750.00	7.0	$5,250.00	Draft revised trial plan.
10/30/2023	Elizabeth Acevedo	750.00	3.3	$2,475.00	Draft revised trial plan.
10/31/2023	Elizabeth Acevedo	750.00	3.0	$2,250.00	Draft revised trial plan.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
12/05/2023	Elizabeth Acevedo	750.00	5.5	$4,125.00	Draft reply brief regarding revised trial plan.
12/06/2023	Elizabeth Acevedo	750.00	8.8	$6,600.00	Draft reply brief regarding revised trial plan.
12/08/2023	Elizabeth Acevedo	750.00	4.5	$3,375.00	Draft reply brief regarding revised trial plan.
12/10/2023	Elizabeth Acevedo	750.00	4.3	$3,225.00	Draft reply brief regarding revised trial plan.
12/11/2023	Elizabeth Acevedo	750.00	1.6	$1,200.00	Revise reply brief regarding revised trial plan and finalize for filing.
02/08/2024	Elizabeth Acevedo	750.00	2.2	$1,650.00	Conduct legal research regarding defense counsel's contact with certified class members and draft correspondence regarding same.
04/01/2024	Elizabeth Acevedo	750.00	2.0	$1,500.00	Draft motion to bifurcate trial.
04/02/2024	Elizabeth Acevedo	750.00	4.7	$3,525.00	Draft motion to bifurcate trial.
04/05/2024	Elizabeth Acevedo	750.00	1.9	$1,425.00	Conduct legal research regarding motion for two-phase trial. Draft documents accompanying motion for two-phase trial.
04/15/2024	Elizabeth Acevedo	750.00	1.0	$750.00	Finalize motion for two-phase trial and accompanying documents for filing.
05/23/2024	Elizabeth Acevedo	750.00	2.6	$1,950.00	Draft reply regarding motion to bifurcate trial. Call with R. Spencer regarding same.
05/24/2024	Elizabeth Acevedo	750.00	7.3	$5,475.00	Draft reply regarding motion to bifurcate trial.
05/26/2024	Elizabeth Acevedo	750.00	0.8	$600.00	Draft reply regarding motion to bifurcate trial.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
05/27/2024	Elizabeth Acevedo	750.00	4.0	$3,000.00	Draft reply regarding motion to bifurcate trial.
05/28/2024	Elizabeth Acevedo	750.00	1.0	$750.00	Draft reply regarding motion to bifurcate trial.
03/04/2025	Elizabeth Acevedo	750.00	3.0	$2,250.00	Draft motion for preliminary approval of class settlement and accompanying documents.
03/05/2025	Elizabeth Acevedo	750.00	5.0	$3,750.00	Draft motion for preliminary approval of class settlement and accompanying documents.
03/06/2025	Elizabeth Acevedo	750.00	1.3	$975.00	Draft motion for preliminary approval of class settlement and accompanying documents.
03/10/2025	Elizabeth Acevedo	750.00	0.9	$675.00	Draft motion for preliminary approval of class settlement and accompanying documents.
04/07/2025	Elizabeth Acevedo	750.00	2.5	$1,875.00	Revise draft of motion for preliminary approval and accompanying documents.
11/24/2025	Elizabeth Acevedo	750.00	4.2	$3,150.00	Draft motion for final approval and accompanying documents.
11/25/2025	Elizabeth Acevedo	750.00	5.9	$4,425.00	Draft motion for final approval, motion for attorneys' fees and costs and accompanying documents.
12/01/2025	Elizabeth Acevedo	750.00	4.1	$3,075.00	Draft motion for final approval, motion for attorneys' fees and costs and accompanying documents.
12/02/2025	Elizabeth Acevedo	750.00	6.7	$5,025.00	Draft motion for final approval, motion for attorneys' fees and costs and accompanying documents.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
12/03/2025	Elizabeth Acevedo	750.00	1.0	$750.00	Revise motion for final approval, motion for attorneys' fees and costs and accompanying documents.
Total:			**190.50**	**$142,875.00**	

EXHIBIT 10

NIIS, 12476-1001
Billing Details by Matter
Inception - 12/10/2025, Robert Spencer

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
04/07/2020	Robert Spencer	750.00	0.4	$300.00	Send representation agreement to Plaintiff via docusign; telephone Plaintiff regarding same.
04/08/2020	Robert Spencer	750.00	0.2	$150.00	Receive signed representation agreement from Plaintiff; forward to E. Grover.
04/08/2020	Robert Spencer	750.00	2.7	$2,025.00	Begin draft of complaint.
04/09/2020	Robert Spencer	750.00	0.4	$300.00	Send representation agreement to co-counsel for signature; circulate final executed agreement to co-counsel and Plaintiff.
04/09/2020	Robert Spencer	750.00	4.4	$3,300.00	Draft complaint.
04/10/2020	Robert Spencer	750.00	5.2	$3,900.00	Draft PAGA letter.
04/10/2020	Robert Spencer	750.00	0.7	$525.00	Edit complaint.
04/14/2020	Robert Spencer	750.00	0.8	$600.00	Edit complaint and PAGA letter to adjust wage statement sections.
04/15/2020	Robert Spencer	750.00	1.3	$975.00	Proofread and edit PAGA letter and complaint; send to E. Grover for review.
04/16/2020	Robert Spencer	750.00	5.2	$3,900.00	Research potential client employer defendants.
04/16/2020	Robert Spencer	750.00	0.4	$300.00	Edit PAGA letter.
04/16/2020	Robert Spencer	750.00	1.0	$750.00	Finalize and upload PAGA letter.
04/16/2020	Robert Spencer	750.00	0.1	$75.00	Telephone call with Plaintiff.
04/16/2020	Robert Spencer	750.00	0.2	$150.00	Telephone call with Plaintiff.
04/17/2020	Robert Spencer	750.00	3.7	$2,775.00	Edit complaint.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
04/20/2020	Robert Spencer	750.00	0.2	$150.00	Draft cover letter; mail PAGA filing fee to the LWDA.
05/07/2020	Robert Spencer	750.00	0.7	$525.00	Draft letter to Pacific Insurance; send same.
05/12/2020	Robert Spencer	750.00	4.4	$3,300.00	Draft special interrogatories; begin drafting request for production of documents.
05/14/2020	Robert Spencer	750.00	5.2	$3,900.00	Finish drafting discovery; send to E. Grover for review.
05/19/2020	Robert Spencer	750.00	0.1	$75.00	Fix typographical error in declaration ISO special interrogatories; send to E. Grover for review.
05/22/2020	Robert Spencer	750.00	1.2	$900.00	Finalize discovery and prepare to serve; double-check date summons was served to see if discovery can be served; calendar May 29, 2020 for date discovery can be served.
05/26/2020	Robert Spencer	750.00	0.2	$150.00	Review e-mail from counsel for Geico Insurance Agency; review client documents; forward with summary to E. Grover.
05/29/2020	Robert Spencer	750.00	0.6	$450.00	Finalize and serve discovery.
05/29/2020	Robert Spencer	750.00	0.4	$300.00	Draft cover letter to opposing counsel; include courtesy copy of discovery.
06/01/2020	Robert Spencer	750.00	0.4	$300.00	Conference call with opposing counsel.
06/01/2020	Robert Spencer	750.00	0.2	$150.00	Prepare for conference call with opposing counsel.
06/02/2020	Robert Spencer	750.00	0.3	$225.00	Telephone call with Plaintiff.
06/15/2020	Robert Spencer	750.00	0.8	$600.00	Edit complaint; send to E. Grover for review.
06/15/2020	Robert Spencer	750.00	0.3	$225.00	Respond to e-mails from M. Smith.
06/17/2020	Robert Spencer	750.00	4.4	$3,300.00	Draft first amended complaint.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
06/18/2020	Robert Spencer	750.00	5.2	$3,900.00	Draft first amended complaint; send to E. Grover for review.
06/22/2020	Robert Spencer	750.00	0.8	$600.00	Finalize and format first amended complaint.
07/06/2020	Robert Spencer	750.00	0.6	$450.00	Check on status of filing of first amended complaint; upload to LWDA.
07/20/2020	Robert Spencer	750.00	6.5	$4,875.00	Draft mediation information request.
07/21/2020	Robert Spencer	750.00	0.3	$225.00	Review case anywhere eservice system.
08/27/2020	Robert Spencer	750.00	0.6	$450.00	Draft stipulation to continue case management statement; e-mail to opposing counsel.
08/31/2020	Robert Spencer	750.00	0.4	$300.00	Review Los Angeles Superior Court efiling rules, edit stipulation; send to opposing counsel; receive permission to file; file same.
09/04/2020	Robert Spencer	750.00	0.1	$75.00	E-mail staff to verify that jury fees will be paid.
09/10/2020	Robert Spencer	750.00	0.4	$300.00	E-mail E. Acevedo regarding mediation brief.
09/11/2020	Robert Spencer	750.00	0.4	$300.00	Respond to question from E. Acevedo regarding mediation brief.
09/16/2020	Robert Spencer	750.00	0.4	$300.00	Check on status of stipulation to continue initial case management conference.
09/17/2020	Robert Spencer	750.00	0.2	$150.00	Check docket for case management conference; schedule remote appearance; e-mail opposing counsel regarding same.
09/18/2020	Robert Spencer	750.00	0.2	$150.00	Respond to e-mail from E. Grover regarding case management conference; e-mail opposing counsel regarding same; calendar new dates.
09/21/2020	Robert Spencer	750.00	3.7	$2,775.00	Edit mediation brief.
09/21/2020	Robert Spencer	750.00	0.1	$75.00	Telephone Plaintiff.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
09/30/2020	Robert Spencer	750.00	2.3	$1,725.00	Review NIIS order to show cause; begin drafting a response.
10/01/2020	Robert Spencer	750.00	3.4	$2,550.00	Draft response to order to show cause
10/02/2020	Robert Spencer	750.00	4.7	$3,525.00	Finish first draft of response to order to show cause; draft supporting declaration.
10/19/2020	Robert Spencer	750.00	0.8	$600.00	Review opposing counsel's edits to response to order to show cause; edit; send to E. Grover for review.
10/19/2020	Robert Spencer	750.00	2.0	$1,500.00	Review E. Grover edits to response to Order to show cause and initial Case management conference statement; create clean" and "redlined" copies, format; send to opposing counsel for final review."
10/20/2020	Robert Spencer	750.00	0.7	$525.00	Work with staff to file NIIS reponse to Order to show cause; including getting runner that could deliver conformed courtesy copies.
10/21/2020	Robert Spencer	750.00	0.2	$150.00	Review filing status of response to order to show cause; e-mail filed copies as well as courtesy copy delivery confirmation to opposing counsel.
10/28/2020	Robert Spencer	750.00	0.1	$75.00	Check docket for case management hearing and tentative.
10/29/2020	Robert Spencer	750.00	0.4	$300.00	Prepare for case management conference.
10/29/2020	Robert Spencer	750.00	0.1	$75.00	Telephone opposing counsel regarding cancellation of case management conference.
04/02/2021	Robert Spencer	750.00	0.7	$525.00	Draft stipulation to continue case management conference; send to opposing counsel for review.
04/05/2021	Robert Spencer	750.00	0.3	$225.00	Finalize and file joint stipulation to continue case management conference.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
05/24/2021	Robert Spencer	750.00	0.7	$525.00	Review calendar; draft stipulation to move case management conference; e-mail to opposing counsel.
08/16/2021	Robert Spencer	750.00	0.1	$75.00	Review e-mails after returning from vacation.
08/19/2021	Robert Spencer	750.00	0.1	$75.00	Review e-mails regarding change of mediation date.
10/04/2021	Robert Spencer	750.00	0.4	$300.00	Draft stipulation to continue case management conference; e-mail to opposing counsel.
12/02/2021	Robert Spencer	750.00	5.3	$3,975.00	Review data provided by Defendant for mediation; see if can convert it to usable format.
12/06/2021	Robert Spencer	750.00	1.4	$1,050.00	Prepare for and attend conference call with expert A. Tom; have staff send A. Tom data via dropbox.
12/06/2021	Robert Spencer	750.00	1.5	$1,125.00	Review mediation information request for additional items that have not been produced; e-mail opposing counsel regarding same.
12/07/2021	Robert Spencer	750.00	0.5	$375.00	Telephone call with Plaintiff.
12/07/2021	Robert Spencer	750.00	2.5	$1,875.00	Review file and respond to e-mail from A. Tom regarding case.
12/13/2021	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel regarding mediation questions.
01/07/2022	Robert Spencer	750.00	0.3	$225.00	Respond to e-mails.
01/14/2022	Robert Spencer	750.00	0.4	$300.00	Review e-mails; review additional produced documents.
01/24/2022	Robert Spencer	750.00	0.3	$225.00	Telephone call with opposing counsel.
01/24/2022	Robert Spencer	750.00	0.3	$225.00	Prepare for telephone call with opposing counsel; review outstanding data issues.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
03/14/2022	Robert Spencer	750.00	0.4	$300.00	Finalize and file case management conference statement.
03/16/2022	Robert Spencer	750.00	0.1	$75.00	E-mail expert to check on status of mediation data review.
03/16/2022	Robert Spencer	750.00	0.7	$525.00	Review e-mail from expert; review defendant's data production; e-mail Defendant regarding missing information.
03/17/2022	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel regarding mediation data questions.
03/17/2022	Robert Spencer	750.00	0.1	$75.00	Respond to e-mails from expert regarding mediation data.
03/23/2022	Robert Spencer	750.00	0.5	$375.00	Conference call with A. Tom.
03/23/2022	Robert Spencer	750.00	1.0	$750.00	Review production and materials to prepare for conference call with A. Tom.
03/25/2022	Robert Spencer	750.00	0.1	$75.00	Respond to e-mail from opposing counsel.
03/25/2022	Robert Spencer	750.00	0.1	$75.00	E-mails with A. Tom.
03/29/2022	Robert Spencer	750.00	0.1	$75.00	Respond to e-mail from opposing counsel.
03/29/2022	Robert Spencer	750.00	0.1	$75.00	E-mail expert.
03/31/2022	Robert Spencer	750.00	0.8	$600.00	Telephone call with A. Tom.
04/01/2022	Robert Spencer	750.00	0.4	$300.00	Telephone call with E. Acevedo regarding mediation brief.
04/05/2022	Robert Spencer	750.00	1.0	$750.00	Research issues raised by E. Acevedo regarding mediation brief.
04/06/2022	Robert Spencer	750.00	3.7	$2,775.00	Edit mediation brief; send to E. Grover for review.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
04/07/2022	Robert Spencer	750.00	4.2	$3,150.00	Edit mediation brief pursuant to E. Grover's comments; send to E. Acevedo for review; then send to E. Grover for additional review.
04/08/2022	Robert Spencer	750.00	1.2	$900.00	Review E. Grover's additional edits to mediation brief; add exhibits; e-mail to K. Kitching to place in final.
04/08/2022	Robert Spencer	750.00	0.2	$150.00	Correct formatting issue with mediation brief.
04/18/2022	Robert Spencer	750.00	2.4	$1,800.00	Review experts review of data; ask for changes; receiving changes and do damage calculation.
04/20/2022	Robert Spencer	750.00	3.0	$2,250.00	Prepare for mediation.
04/21/2022	Robert Spencer	750.00	6.4	$4,800.00	Prepare for and attend mediation.
05/25/2022	Robert Spencer	750.00	0.3	$225.00	E-mail opposing counsel to repropound discovery; calendar deadline.
06/23/2022	Robert Spencer	750.00	2.7	$2,025.00	Draft Belaire Notice, send to E. Grover for review.
06/29/2022	Robert Spencer	750.00	0.6	$450.00	Telephone call with potential class member.
06/29/2022	Robert Spencer	750.00	0.3	$225.00	E-mail opposing counsel regarding pick-up stix releases.
06/30/2022	Robert Spencer	750.00	6.0	$4,500.00	Draft ex parte application and related papers.
07/01/2022	Robert Spencer	750.00	6.0	$4,500.00	Edit ex parte application; enter citations; review all rules to make sure in conforms to rules; file; e-mail to Defendant; e-mail proposed order to the Court.
07/05/2022	Robert Spencer	750.00	0.1	$75.00	Save e-mail from LWDA regarding correction in case name.
07/08/2022	Robert Spencer	750.00	2.0	$1,500.00	Prepare for ex parte hearing.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
07/08/2022	Robert Spencer	750.00	2.4	$1,800.00	Review case law regarding termination of independent contractors being a sign they are employees under Borello.
07/11/2022	Robert Spencer	750.00	0.2	$150.00	E-mail opposing counsel regarding Belaire Notice.
07/12/2022	Robert Spencer	750.00	0.5	$375.00	Telephone call with opposing counsel; update E. Grover regarding same.
07/13/2022	Robert Spencer	750.00	0.7	$525.00	Review e-mails regarding Belaire notice; perform final formatting and send to opposing counsel for review.
07/14/2022	Robert Spencer	750.00	0.4	$300.00	E-mail opposing counsel regarding Belaire bid and Belaire process.
07/18/2022	Robert Spencer	750.00	0.2	$150.00	E-mail Phoenix administrators regarding Belaire.
07/20/2022	Robert Spencer	750.00	0.4	$300.00	Telephone call with putative class member.
07/20/2022	Robert Spencer	750.00	0.2	$150.00	Review Phoenix's formatting of Belaire mailing; approve.
07/25/2022	Robert Spencer	750.00	0.3	$225.00	Review joint status report regarding Belaire notice; e-mail opposing counsel regarding same.
08/03/2022	Robert Spencer	750.00	0.1	$75.00	Check on status of Belaire mailing.
08/04/2022	Robert Spencer	750.00	0.1	$75.00	Review e-mails from Phoenix regarding status of Belaire mailing.
08/15/2022	Robert Spencer	750.00	0.1	$75.00	Review e-mails after returning from vacation.
08/22/2022	Robert Spencer	750.00	0.3	$225.00	Telephone call with putative class member.
08/23/2022	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel.
08/29/2022	Robert Spencer	750.00	0.3	$225.00	Telephone call with opposing counsel.
09/09/2022	Robert Spencer	750.00	0.2	$150.00	Telephone call with putative class member.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
09/19/2022	Robert Spencer	750.00	3.2	$2,400.00	Review Defendant's discovery responses.
09/22/2022	Robert Spencer	750.00	6.5	$4,875.00	Draft meet and confer letter regarding Defendant's responses.
09/23/2022	Robert Spencer	750.00	7.0	$5,250.00	Draft meet and confer letter; send to opposing counsel.
10/03/2022	Robert Spencer	750.00	0.1	$75.00	E-mails with opposing counsel regarding setting up telephone call.
10/06/2022	Robert Spencer	750.00	0.5	$375.00	Prepare for and participate in conference call with opposing counsel.
10/13/2022	Robert Spencer	750.00	0.2	$150.00	Discuss case with E. Grover.
10/14/2022	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel.
10/14/2022	Robert Spencer	750.00	0.7	$525.00	Begin drafting discovery, set two.
10/19/2022	Robert Spencer	750.00	0.1	$75.00	Respond to e-mail from opposing counsel.
10/19/2022	Robert Spencer	750.00	4.0	$3,000.00	Draft special interrogatories (set two) and requests for production of documents (set two); serve on Defendant.
10/27/2022	Robert Spencer	750.00	0.2	$150.00	E-mails to opposing counsel.
10/31/2022	Robert Spencer	750.00	5.5	$4,125.00	Draft meet and confer letter.
11/01/2022	Robert Spencer	750.00	3.5	$2,625.00	Finish meet and confer letter; send to Defendant.
11/07/2022	Robert Spencer	750.00	0.7	$525.00	Conference call with opposing counsel.
11/07/2022	Robert Spencer	750.00	2.5	$1,875.00	Review Defendant's document production and discovery responses; prepare for phone call with opposing counsel.
11/07/2022	Robert Spencer	750.00	0.9	$675.00	Telephone call with class member.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
11/09/2022	Robert Spencer	750.00	2.2	$1,650.00	E-mail opposing counsel regarding followup to telephone call regarding outstanding discovery; review all responses to make sure its not missing any items.
01/05/2023	Robert Spencer	750.00	7.0	$5,250.00	Draft joint brief regarding Defendant's discovery responses.
01/06/2023	Robert Spencer	750.00	2.9	$2,175.00	Finalize draft of joint brief regarding Plaintiff's request for an informal discovery conference; e-mail to opposing counsel.
01/18/2023	Robert Spencer	750.00	1.7	$1,275.00	E-mail opposing counsel.
01/30/2023	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel regarding discovery responses.
01/30/2023	Robert Spencer	750.00	4.0	$3,000.00	Review Defendant's Supplemental Discovery Responses (Set One); Defendant's responses to Special Interrogatories (Set Two) and Requests for Production (Set Two); and Defendant's supplemental document production.
01/31/2023	Robert Spencer	750.00	3.0	$2,250.00	Review supplemental discovery responses, e-mail Defendant with outstanding issues.
01/31/2023	Robert Spencer	750.00	3.0	$2,250.00	Draft PMK deposition notice.
01/31/2023	Robert Spencer	750.00	0.3	$225.00	Telephone call with putative class member.
02/02/2023	Robert Spencer	750.00	0.2	$150.00	E-mails with opposing counsel.
02/02/2023	Robert Spencer	750.00	0.1	$75.00	Contact Court to initiate IDC process.
02/08/2023	Robert Spencer	750.00	0.5	$375.00	Finalize and serve PMK deposition notice.
02/16/2023	Robert Spencer	750.00	6.5	$4,875.00	Draft updated joint brief iso informal discovery conference; send to opposing counsel for review.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
02/21/2023	Robert Spencer	750.00	0.2	$150.00	Review e-mails from opposing counsel.
02/21/2023	Robert Spencer	750.00	0.8	$600.00	Review opposing counsel's changes to IDC brief; run a compare with prior version; redline; send to opposing counsel and receive approval to file; file same.
02/21/2023	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel.
02/27/2023	Robert Spencer	750.00	0.5	$375.00	Prepare for IDC.
02/27/2023	Robert Spencer	750.00	1.3	$975.00	Participate in IDC, includes wait time.
02/28/2023	Robert Spencer	750.00	0.3	$225.00	Draft amended PMK notice; have staff calendar and serve.
03/10/2023	Robert Spencer	750.00	4.5	$3,375.00	Prepare for PMK deposition.
03/11/2023	Robert Spencer	750.00	5.2	$3,900.00	Draft PMK deposition outline.
03/12/2023	Robert Spencer	750.00	4.5	$3,375.00	Work on PMK deposition outline.
03/13/2023	Robert Spencer	750.00	5.0	$3,750.00	Review videos produced by opposing counsel; screenshot items for depostion.
03/14/2023	Robert Spencer	750.00	2.0	$1,500.00	Review additional documents provided by Defendant.
03/14/2023	Robert Spencer	750.00	8.0	$6,000.00	Finalize PMK deposition outline; finalize screenshots from Defendant produced videos; review additional documents produced by Defendant.
03/15/2023	Robert Spencer	750.00	7.0	$5,250.00	Take PMK deposition.
03/15/2023	Robert Spencer	750.00	2.0	$1,500.00	Prepare for PMK deposition.
03/20/2023	Robert Spencer	750.00	0.5	$375.00	Review potential depostion dates for Plaintiff; telephone Plaintiff and discuss same; respond to e-mail from opposing counsel.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
03/23/2023	Robert Spencer	750.00	1.0	$750.00	Review file with E. Acevedo; draft and send summary e-mail of facts and documents supporting class certification.
04/04/2023	Robert Spencer	750.00	5.0	$3,750.00	Review and edit class certification motion.
04/10/2023	Robert Spencer	750.00	1.0	$750.00	Review current draft of class certification brief.
04/11/2023	Robert Spencer	750.00	4.0	$3,000.00	Draft exemplar declaration and exemplar interview notes; send to N. Clark for review; edit again.
04/12/2023	Robert Spencer	750.00	5.0	$3,750.00	Telephone putative class members for declarations.
04/20/2023	Robert Spencer	750.00	1.0	$750.00	Texts and telephone call with Plaintiff.
04/20/2023	Robert Spencer	750.00	0.2	$150.00	E-mail opposing counsel regarding changing deposition date due to Plaintiff being ill.
04/24/2023	Robert Spencer	750.00	0.2	$150.00	Reset travel due to new deposition date.
04/24/2023	Robert Spencer	750.00	0.1	$75.00	Texts with Plaintiff.
04/24/2023	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel.
04/26/2023	Robert Spencer	750.00	5.0	$3,750.00	Review PCM declarations drafted by N. Clark.
04/27/2023	Robert Spencer	750.00	3.4	$2,550.00	Review and edit PCM declarations drafted by N. Clark.
04/28/2023	Robert Spencer	750.00	5.0	$3,750.00	Review PCM declarations drafted by N. Clark.
05/03/2023	Robert Spencer	750.00	1.5	$1,125.00	Review N. Clark edits to PCM declarations.
05/04/2023	Robert Spencer	750.00	5.0	$3,750.00	Edit PCM declarations; send for signature.
05/05/2023	Robert Spencer	750.00	4.0	$3,000.00	Edit declarations; review with putative class members; send out for signature.
05/07/2023	Robert Spencer	750.00	5.0	$3,750.00	Edit Memorandum of Points and Authorities and trial plan for motion for preliminary approval.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
05/08/2023	Robert Spencer	750.00	2.7	$2,025.00	Telephone putative class members; attempt to gather additional declarations.
05/09/2023	Robert Spencer	750.00	0.2	$150.00	Have staff obtain possible hearing dates for NIIS class certification; e-mail opposing counsel regarding same.
05/11/2023	Robert Spencer	750.00	9.0	$6,750.00	Edit Memorandum of Points and Authorities in support of class certification; draft Plaintiff's declaration; e-mail memorandum of points and authorities to staff for formatting.
05/11/2023	Robert Spencer	750.00	10.0	$7,500.00	Edit class certification papers; finalize Plaintiff declaration; finalize declaration of Eric A. Grover; begin assembling exhibits.
05/15/2023	Robert Spencer	750.00	8.5	$6,375.00	Prepare exhibits; finalize most of motion for class certification; cite check brief.
05/16/2023	Robert Spencer	750.00	6.5	$4,875.00	Cite check class certification memorandum of points and authorities; correct cites and deposition excerpts; finalize brief; have staff file.
05/18/2023	Robert Spencer	750.00	0.4	$300.00	Draft and file amended notice of schedule.
05/19/2023	Robert Spencer	750.00	2.0	$1,500.00	Draft objection to deposition notice; serve.
05/19/2023	Robert Spencer	750.00	0.5	$375.00	Telephone calls with Plaintiff.
05/19/2023	Robert Spencer	750.00	2.5	$1,875.00	Prepare for Plaintiff's deposition.
05/21/2023	Robert Spencer	750.00	6.0	$4,500.00	Work with Plaintiff to obtain documents for deposition in response to document requests; prepare for production.
05/22/2023	Robert Spencer	750.00	1.0	$750.00	Review documents prior to production; have staff prepare for production.
05/22/2023	Robert Spencer	750.00	3.0	$2,250.00	Prepare for deposition.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
05/22/2023	Robert Spencer	750.00	5.0	$3,750.00	Attend Plaintiff's deposition.
05/22/2023	Robert Spencer	750.00	3.0	$2,250.00	Travel home from Plaintiff's deposition.
05/30/2023	Robert Spencer	750.00	0.3	$225.00	Download Plaintiff's transcript; send to Plaintiff for review.
05/31/2023	Robert Spencer	750.00	2.0	$1,500.00	Review Plaintiff's transcript; e-mail and telephone Plaintiff regarding same.
05/31/2023	Robert Spencer	750.00	0.3	$225.00	Do expense report for Plaintiff's deposition.
06/21/2023	Robert Spencer	750.00	0.3	$225.00	Respond to e-mail from opposing counsel; followup telephone call with opposing counsel regarding same.
06/23/2023	Robert Spencer	750.00	1.0	$750.00	Telephone declarants; attempt to set up deposition dates.
06/23/2023	Robert Spencer	750.00	0.2	$150.00	E-mail opposing counsel.
06/27/2023	Robert Spencer	750.00	0.5	$375.00	Telephone call with declarant D. Brewer regarding deposition.
06/28/2023	Robert Spencer	750.00	0.3	$225.00	Telephone call with declarant Amezquita.
06/28/2023	Robert Spencer	750.00	0.2	$150.00	E-mails with opposing counsel.
06/29/2023	Robert Spencer	750.00	1.2	$900.00	Work with Plaintiff Collins on her deposition transcript corrections; e-mail and mail same to court reporter and opposing counsel.
07/05/2023	Robert Spencer	750.00	0.5	$375.00	Telephone putative class member deponents; e-mail deposition notices to each deponent.
07/11/2023	Robert Spencer	750.00	1.7	$1,275.00	Prepare B. Amezquita for deposition.
07/11/2023	Robert Spencer	750.00	0.5	$375.00	Prepare for phone call with B. Amezquita.
07/12/2023	Robert Spencer	750.00	1.3	$975.00	Prepare D. Brewer for deposition.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
07/12/2023	Robert Spencer	750.00	0.7	$525.00	Prepare C. Bonnema for deposition.
07/14/2023	Robert Spencer	750.00	5.0	$3,750.00	Attend deposition of D. Brewer; includes travel.
07/17/2023	Robert Spencer	750.00	2.0	$1,500.00	Deal with issues with issues rescheduling deponents and missing laptop for deponent.
07/17/2023	Robert Spencer	750.00	1.0	$750.00	Deposition of Bob Amezquita.
07/17/2023	Robert Spencer	750.00	0.5	$375.00	Prepare for deposition of Bob Amezquita.
07/18/2023	Robert Spencer	750.00	3.5	$2,625.00	Prepare for and attend deposition of Chris Bonnema.
07/20/2023	Robert Spencer	750.00	5.5	$4,125.00	Review Defendant's opposition to motion for class certification; draft reply.
07/21/2023	Robert Spencer	750.00	6.0	$4,500.00	Draft reply in support of motion for class certification.
07/22/2023	Robert Spencer	750.00	7.0	$5,250.00	Draft reply in support of motion for class certification.
07/23/2023	Robert Spencer	750.00	6.0	$4,500.00	Draft reply in support of motion for class certification.
07/24/2023	Robert Spencer	750.00	3.0	$2,250.00	Edit and finalize reply brief; have staff put in final.
07/25/2023	Robert Spencer	750.00	0.6	$450.00	Finalize and file reply in support of class certification.
07/28/2023	Robert Spencer	750.00	0.2	$150.00	Send letters to deponent witnesses to review transcripts.
08/02/2023	Robert Spencer	750.00	1.5	$1,125.00	Review and respond to Defendant's sur reply.
08/03/2023	Robert Spencer	750.00	0.1	$75.00	Telephone caller.
08/06/2023	Robert Spencer	750.00	5.0	$3,750.00	Prepare for class certification hearing.
08/07/2023	Robert Spencer	750.00	3.0	$2,250.00	Travel to Los Angeles for hearing.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
08/07/2023	Robert Spencer	750.00	6.0	$4,500.00	Prepare for class certification hearing.
08/08/2023	Robert Spencer	750.00	3.0	$2,250.00	Prepare for class certification hearing.
08/08/2023	Robert Spencer	750.00	0.8	$600.00	Attend class certification hearing.
08/08/2023	Robert Spencer	750.00	5.0	$3,750.00	Travel home after class certification hearing.
08/11/2023	Robert Spencer	750.00	0.1	$75.00	E-mail E. Acevedo regarding supplemental trial brief.
08/14/2023	Robert Spencer	750.00	0.5	$375.00	Internal conference call regarding trial plan.
08/14/2023	Robert Spencer	750.00	0.2	$150.00	E-mail E. Grover and E. Acevedo documents for trial plan.
08/24/2023	Robert Spencer	750.00	1.7	$1,275.00	Prepare for and participate in conference call; e-mail potential mediators to opposing counsel.
08/29/2023	Robert Spencer	750.00	0.5	$375.00	E-mails with mediator and opposing counsel to set up new mediation.
08/30/2023	Robert Spencer	750.00	1.0	$750.00	Draft stipulation to continue supplemental briefing, send to opposing counsel for review.
09/21/2023	Robert Spencer	750.00	6.0	$4,500.00	Draft mediation brief.
09/22/2023	Robert Spencer	750.00	8.0	$6,000.00	Finalize mediation brief; gather exhibits; send to mediator.
09/25/2023	Robert Spencer	750.00	0.5	$375.00	Assemble costs and attorney hours in preparation for mediation.
09/25/2023	Robert Spencer	750.00	1.5	$1,125.00	Do damage calculation for mediation.
09/26/2023	Robert Spencer	750.00	2.0	$1,500.00	Additional work on damage calculation.
09/27/2023	Robert Spencer	750.00	3.0	$2,250.00	Prepare for mediation.
09/29/2023	Robert Spencer	750.00	8.5	$6,375.00	Prepare for and attend mediation.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
10/02/2023	Robert Spencer	750.00	0.4	$300.00	E-mails with E. Grover.
10/02/2023	Robert Spencer	750.00	0.1	$75.00	E-mails with mediator.
10/04/2023	Robert Spencer	750.00	1.5	$1,125.00	Prepare for and attend phone call with expert Drogin.
10/04/2023	Robert Spencer	750.00	1.5	$1,125.00	Prepare for and attend phone call with expert Brashears.
10/05/2023	Robert Spencer	750.00	3.2	$2,400.00	Prepare for and participate in multiple telephone calls with A. Tom.
10/19/2023	Robert Spencer	750.00	2.0	$1,500.00	Prepare for and attend telephone call with A. Tom.
10/23/2023	Robert Spencer	750.00	1.0	$750.00	Telephone call with E. Acevedo regarding trial plan.
10/31/2023	Robert Spencer	750.00	0.5	$375.00	Review Drogan declaration for comments.
11/07/2023	Robert Spencer	750.00	4.0	$3,000.00	Review and edit trial plan; review A. Tom declaration; send to E. Grover for review.
11/13/2023	Robert Spencer	750.00	8.0	$6,000.00	Edit revised trial plan and A. Tom declaration pursuant to comments from E. Grover.
11/14/2023	Robert Spencer	750.00	1.0	$750.00	Telephone call with A. Tom.
11/16/2023	Robert Spencer	750.00	2.5	$1,875.00	Finalize A. Tom declaration; send via docusign for signature.
12/05/2023	Robert Spencer	750.00	1.0	$750.00	Review Defendant's opposition to trial plan.
12/06/2023	Robert Spencer	750.00	0.4	$300.00	Respond to e-mails regarding reply to opposition regarding revised trial plan.
12/08/2023	Robert Spencer	750.00	4.4	$3,300.00	Review and edit reply in support of revised trial plan.
12/11/2023	Robert Spencer	750.00	1.5	$1,125.00	Review multiple drafts of reply in support of trial plan.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
01/12/2024	Robert Spencer	750.00	0.3	$225.00	Review class certification order; calendar new deadlines.
01/24/2024	Robert Spencer	750.00	0.5	$375.00	Meet with E. Grover to discuss next steps and discovery plan.
01/24/2024	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel.
02/06/2024	Robert Spencer	750.00	0.5	$375.00	Edit class notice; send to E. Grover for review.
02/06/2024	Robert Spencer	750.00	0.2	$150.00	Telephone call with Plaintiff.
02/06/2024	Robert Spencer	750.00	4.0	$3,000.00	Draft discovery, including Special Interrogatories (Set Three) and Request for Production of Documents (Set Four)
02/08/2024	Robert Spencer	750.00	2.4	$1,800.00	Prepare for and participate in conference call with opposing counsel.
02/12/2024	Robert Spencer	750.00	4.0	$3,000.00	Review revised trial plan; draft joint report.
02/13/2024	Robert Spencer	750.00	0.4	$300.00	Review edits to joint status report from E. Grover; additional rounds of edits; send to opposing counsel for review.
02/18/2024	Robert Spencer	750.00	1.5	$1,125.00	Review Defendant's updates to status report; discuss same with E. Grover.
02/20/2024	Robert Spencer	750.00	0.2	$150.00	Telephone call with opposing counsel.
02/20/2024	Robert Spencer	750.00	1.0	$750.00	Finalize and file joint status report.
02/20/2024	Robert Spencer	750.00	1.0	$750.00	Draft and file Plaintiff proposed order.
02/28/2024	Robert Spencer	750.00	0.3	$225.00	Have staff do notice of remote appearance.
03/01/2024	Robert Spencer	750.00	0.6	$450.00	Review order regarding trial dates; discuss with E. Grover.
03/03/2024	Robert Spencer	750.00	2.0	$1,500.00	Prepare for hearing on trial setting conference.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
03/04/2024	Robert Spencer	750.00	3.0	$2,250.00	Prepare for hearing on trial setting conference.
03/04/2024	Robert Spencer	750.00	1.5	$1,125.00	Attend trial setting conference.
03/05/2024	Robert Spencer	750.00	0.6	$450.00	Edit class notice after Court's order; add in language regarding postcard.
03/11/2024	Robert Spencer	750.00	0.1	$75.00	E-mail opposing counsel.
03/12/2024	Robert Spencer	750.00	0.2	$150.00	E-mails and telephone call with opposing counsel.
03/12/2024	Robert Spencer	750.00	2.0	$1,500.00	Draft joint status report and proposed order regarding disagreement over postcard; send to E. Grover for review.
03/12/2024	Robert Spencer	750.00	0.2	$150.00	Telephone call with Plaintiff.
03/15/2024	Robert Spencer	750.00	1.0	$750.00	Edit draft of statement regarding postcard to Court.
03/18/2024	Robert Spencer	750.00	1.0	$750.00	Review Defendant's edits to joint statement regarding postcard; edit and create redline compare; send same to opposing counsel.
03/18/2024	Robert Spencer	750.00	1.0	$750.00	Receive additional edits from opposing counsel; review same; format and finalize; receive signature from Defendant and file same.
04/01/2024	Robert Spencer	750.00	0.5	$375.00	Respond to e-mails from E. Acevedo regarding motion regarding trial phases.
04/03/2024	Robert Spencer	750.00	5.0	$3,750.00	Edit motion to bifurcate trial.
04/09/2024	Robert Spencer	750.00	0.5	$375.00	Download order approving postcard from Court's website; file and serve notice; email notice administrator and review timelines.
04/15/2024	Robert Spencer	750.00	0.3	$225.00	Check on status of Defendant provided list of employees for class notice to Phoenix; review timeline from administrator.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
04/16/2024	Robert Spencer	750.00	0.1	$75.00	Email administrator regarding class notice.
04/19/2024	Robert Spencer	750.00	0.3	$225.00	Review and approve class notice; respond to notice administrator.
05/08/2024	Robert Spencer	750.00	0.1	$75.00	Respond to email from putative class member.
05/09/2024	Robert Spencer	750.00	0.5	$375.00	Telephone call with putative class member.
05/14/2024	Robert Spencer	750.00	0.2	$150.00	Telephone putative class member.
05/22/2024	Robert Spencer	750.00	0.2	$150.00	Emails with opposing counsel.
05/22/2024	Robert Spencer	750.00	3.0	$2,250.00	Review opposition to motion to bifurcate trial and case law re same.
05/23/2024	Robert Spencer	750.00	0.3	$225.00	Telephone call with E. Acevedo regarding reply re motion to bifurcate trial.
05/23/2024	Robert Spencer	750.00	0.5	$375.00	Prepare for call with E. Acevedo regarding reply re motion to bifurcate trial.
05/23/2024	Robert Spencer	750.00	0.3	$225.00	Respond to email from opposing counsel.
05/23/2024	Robert Spencer	750.00	0.5	$375.00	Review new served filing of Defendant's opposition to make sure its the same.
05/24/2024	Robert Spencer	750.00	0.3	$225.00	Telephone call with Plaintiff.
05/24/2024	Robert Spencer	750.00	1.5	$1,125.00	Review and edit draft of reply brief.
05/28/2024	Robert Spencer	750.00	3.0	$2,250.00	Finalize and file reply regarding motion to bifurcate.
05/31/2024	Robert Spencer	750.00	0.5	$375.00	Telephone call with class member.
06/10/2024	Robert Spencer	750.00	4.0	$3,000.00	Prepare for hearing on motion to bifurcate.
06/11/2024	Robert Spencer	750.00	3.0	$2,250.00	Prepare for hearing on motion to bifurcate.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
06/11/2024	Robert Spencer	750.00	1.5	$1,125.00	Attend hearing on motion to bifurcate; telephone E. Grover regarding same.
06/11/2024	Robert Spencer	750.00	0.3	$225.00	Review final order re motion to bifurcate; prepare notice of entry of order.
06/18/2024	Robert Spencer	750.00	0.1	$75.00	Respond to email from opposing counsel.
06/25/2024	Robert Spencer	750.00	0.2	$150.00	Telephone potential mediator to get dates; email opposing counsel regarding same.
07/08/2024	Robert Spencer	750.00	0.2	$150.00	Email opposing counsel.
07/09/2024	Robert Spencer	750.00	1.0	$750.00	Review and edit stipulation to extend 5 year rule.
07/11/2024	Robert Spencer	750.00	0.2	$150.00	Respond to email from opposing counsel.
07/11/2024	Robert Spencer	750.00	0.2	$150.00	Email mediator for availability.
07/12/2024	Robert Spencer	750.00	0.2	$150.00	Telephone call with class member.
07/16/2024	Robert Spencer	750.00	0.2	$150.00	Emails with mediator to schedule mediation.
07/17/2024	Robert Spencer	750.00	0.3	$225.00	Emails and phone calls to confirm mediation date.
07/18/2024	Robert Spencer	750.00	0.2	$150.00	Emails to confirm mediation date.
07/18/2024	Robert Spencer	750.00	0.2	$150.00	Emails regarding confirming mediation date.
07/22/2024	Robert Spencer	750.00	0.1	$75.00	Emails with Defendant.
10/10/2024	Robert Spencer	750.00	2.0	$1,500.00	Review case file; prepare mediation information request.
10/14/2024	Robert Spencer	750.00	1.5	$1,125.00	Edit mediation information request; send to E. Grover for review.
12/17/2024	Robert Spencer	750.00	1.0	$750.00	Email opposing counsel re mediation.
01/06/2025	Robert Spencer	750.00	6.0	$4,500.00	Draft mediation brief for third mediation.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
01/07/2025	Robert Spencer	750.00	6.0	$4,500.00	Draft NIIS mediation brief for 3rd mediation.
01/08/2025	Robert Spencer	750.00	1.0	$750.00	Telephone call with A. Tom.
01/08/2025	Robert Spencer	750.00	3.0	$2,250.00	Edit mediation brief.
01/09/2025	Robert Spencer	750.00	0.5	$375.00	Telephone call with A. Tom.
01/10/2025	Robert Spencer	750.00	2.0	$1,500.00	Review new document production.
01/10/2025	Robert Spencer	750.00	0.5	$375.00	Telephone calls with A. Tom.
01/13/2025	Robert Spencer	750.00	0.3	$225.00	Email opposing counsel regarding mediation; email mediator to check on mediation proceeding in-person.
01/13/2025	Robert Spencer	750.00	2.0	$1,500.00	Download additional mediation production; review.
01/15/2025	Robert Spencer	750.00	2.0	$1,500.00	Edit mediation brief.
01/16/2025	Robert Spencer	750.00	0.5	$375.00	Telephone calls with opposing counsel.
01/16/2025	Robert Spencer	750.00	7.5	$5,625.00	Edit and finalize mediation brief; send to mediator.
01/17/2025	Robert Spencer	750.00	2.0	$1,500.00	Telephone calls with class members
01/20/2025	Robert Spencer	750.00	5.0	$3,750.00	Prepare damage calculation for third mediation.
01/21/2025	Robert Spencer	750.00	7.0	$5,250.00	Prepare for mediation.
01/21/2025	Robert Spencer	750.00	0.5	$375.00	Telephone call with Plaintiff; prepare proposed order.
01/21/2025	Robert Spencer	750.00	0.5	$375.00	Telephone call with mediator.
01/22/2025	Robert Spencer	750.00	10.0	$7,500.00	Attend mediation; includes travel time.
01/23/2025	Robert Spencer	750.00	0.5	$375.00	Telephone call with Plaintiff; obtain signature on MOU; provide to opposing counsel.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
02/18/2025	Robert Spencer	750.00	0.5	$375.00	Check Court calendar for hearing tomorrow; notify Defendant of time change and do formal notice of entry of order; do notice of remote appearance.
02/19/2025	Robert Spencer	750.00	1.0	$750.00	Prepare for and attend CMC.
02/19/2025	Robert Spencer	750.00	1.0	$750.00	Review draft of settlement; obtain bids for settlement administration.
02/24/2025	Robert Spencer	750.00	0.3	$225.00	Telephone call with caller.
03/24/2025	Robert Spencer	750.00	0.2	$150.00	Respond to call from class member.
03/28/2025	Robert Spencer	750.00	1.0	$750.00	Review settlement agreement with Plaintiff; send via docusign; receive signature; email opposing counsel regarding same.
04/08/2025	Robert Spencer	750.00	0.8	$600.00	Draft Spencer Decl. in support of preliminary approval.
04/08/2025	Robert Spencer	750.00	0.2	$150.00	Email opposing counsel preliminary approval papers.
04/15/2025	Robert Spencer	750.00	0.1	$75.00	Emails with opposing counsel; receive settlement signatures; circulate fully executed copy.
04/18/2025	Robert Spencer	750.00	5.0	$3,750.00	Assist with finalizing preliminary approval motion and related documents; email opposing counsel regarding hearing dates; upload settlement and related documents to LWDA, finalize and file.
05/12/2025	Robert Spencer	750.00	0.2	$150.00	Telephone call with putative class member.
07/09/2025	Robert Spencer	750.00	3.0	$2,250.00	Prepare for preliminary approval hearing.
07/10/2025	Robert Spencer	750.00	2.0	$1,500.00	Prepare for preliminary approval hearing.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
07/10/2025	Robert Spencer	750.00	0.5	$375.00	Review tentative ruling; discuss with E. Grover; respond to messages from Court regarding submitting on tentative.
07/10/2025	Robert Spencer	750.00	0.2	$150.00	Telephone Plaintiff.
07/10/2025	Robert Spencer	750.00	1.0	$750.00	Draft stipulation to extend 5 year deadline; send to E. Grover for review.
07/10/2025	Robert Spencer	750.00	3.0	$2,250.00	Edit settlement agreement to address Court's tentative ruling; email to E. Grover.
07/16/2025	Robert Spencer	750.00	0.0	$0.00	Receive formal order re: checklist and preliminary approval; draft and file notice.
07/21/2025	Robert Spencer	750.00	1.0	$750.00	Review E. Grover's edits to settlement agreement; send to opposing counsel for review.
07/21/2025	Robert Spencer	750.00	4.0	$3,000.00	Draft supplemental E. Grover declaration iso preliminary approval.
07/22/2025	Robert Spencer	750.00	0.5	$375.00	Have staff put amended settlement agreement in final; send to opposing counsel.
07/22/2025	Robert Spencer	750.00	6.0	$4,500.00	Draft supplemental briefing in support of preliminary approval; including Supp. E. Grover Decl, Supp. Spencer Decl., plaintiff decl..
07/23/2025	Robert Spencer	750.00	4.0	$3,000.00	Edit supplemental briefing in support of preliminary approval; draft revised proposed order; send to E. Grover for review.
07/24/2025	Robert Spencer	750.00	1.5	$1,125.00	Review E. Grover changes to supplemental briefing; telephone plaintiff regarding amended settlement changes.
07/28/2025	Robert Spencer	750.00	0.4	$300.00	Telephone call with Plaintiff.
07/28/2025	Robert Spencer	750.00	0.2	$150.00	Review case related emails from opposing counsel.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
07/29/2025	Robert Spencer	750.00	0.2	$150.00	Telephone call with class member.
07/29/2025	Robert Spencer	750.00	0.2	$150.00	Telephone calls with class members.
07/30/2025	Robert Spencer	750.00	0.4	$300.00	Have staff assemble signatures regarding stipulation re: 5 year deadline; email opposing counsel regarding minor typographical error; receive response and file.
07/30/2025	Robert Spencer	750.00	0.1	$75.00	Email Plaintiff copy of fully executed settlement agreement.
07/30/2025	Robert Spencer	750.00	0.5	$375.00	Review supplemental briefing re: preliminary approval; email opposing counsel regarding same.
08/05/2025	Robert Spencer	750.00	0.2	$150.00	Review email and declaration provided by opposing counsel.
08/06/2025	Robert Spencer	750.00	1.0	$750.00	Receive McClure Decl. from opposing counsel; edit supplemental briefing to add McClure Declaration and Goldborough Declaration to Grover Declaration.
08/07/2025	Robert Spencer	750.00	1.0	$750.00	Review final copies of supplemental briefing, upload documents to LWDA, have staff file and serve.
09/03/2025	Robert Spencer	750.00	3.0	$2,250.00	Prepare for hearing on preliminary approval.
09/04/2025	Robert Spencer	750.00	3.5	$2,625.00	Prepare and attend preliminary approval hearing.
09/12/2025	Robert Spencer	750.00	0.3	$225.00	Telephone call with caller.
09/19/2025	Robert Spencer	750.00	0.3	$225.00	Telephone call with class member.
10/06/2025	Robert Spencer	750.00	0.5	$375.00	Emails with E. Grover regarding claims administrator questions.
10/07/2025	Robert Spencer	750.00	0.2	$150.00	Email claims administrator.

DATE	TIMEKEEPER	HOURLY RATE ($)	HOURS	AMOUNT	DESCRIPTION
10/24/2025	Robert Spencer	750.00	0.5	$375.00	Review file to answer questions from caller.
12/03/2025	Robert Spencer	750.00	2.6	$1,950.00	Review Grover Decl.; send edits to E. Acevedo.
12/03/2025	Robert Spencer	750.00	2.0	$1,500.00	Draft Plaintiff declaration in support of final approval; telephone plaintiff.
12/05/2025	Robert Spencer	750.00	1.0	$750.00	Telephone call with Plaintiff; edit and review draft of Collins Decl. ISO final approval; send to Plaintiff to sign via docusign.
12/05/2025	Robert Spencer	750.00	2.0	$1,500.00	Review final approval motion.
12/09/2025	Robert Spencer	750.00	3.0	$2,250.00	Review time entries for clarity, edit same.
Total:			**685.30**	**$513,975.00**	

EXHIBIT 11

Keller Grover
NIIS Transaction Detail by Account
All Dates

Date	Name	Class	Amount
Case Expenses Receivable			
$Airfare			
06/01/2023	Robert Spencer (Exp Reimb)	NIIS	187.95
08/30/2023	Robert Spencer (Exp Reimb)	NIIS	507.96
Total for $Airfare			**$ 695.91**
$Consultant			
04/20/2022	Anna Tom	NIIS	4,331.25
11/21/2023	Drogin, Kakigi & Associates	NIIS	2,150.00
01/10/2024	Hemming Morse, LLP	NIIS	4,197.50
01/10/2024	Anna Tom	NIIS	825.00
01/29/2025	Anna Tom	NIIS	1,475.00
Total for $Consultant			**$ 12,978.75**
$Delivery			
10/25/2020	ProLegal (ProCourier, Inc.)	NIIS	65.08
10/25/2020	ProLegal (ProCourier, Inc.)	NIIS	36.45
Total for $Delivery			**$ 101.53**
$Deposition Cost			
03/03/2023	Steno	NIIS	2,485.85
05/10/2023	Combs Reporting, Inc.	NIIS	1,921.00
06/01/2023	iDepo Reporters	NIIS	603.35
07/18/2023	Talty Court Reporters, Inc.	NIIS	412.45
07/18/2023	Talty Court Reporters, Inc.	NIIS	341.50
07/27/2023	Talty Court Reporters, Inc.	NIIS	638.60
07/28/2023	Steno	NIIS	440.00
Total for $Deposition Cost			**$ 6,842.75**
$FedEx			
07/08/2022	FedEx	NIIS	81.00
09/27/2023	FedEx	NIIS	54.27
Total for $FedEx			**$ 135.27**
$Filing & Court Fees			
04/20/2020	LWDA	NIIS	75.00
04/22/2020	One Legal, Inc.	NIIS	9.95
04/29/2020	One Legal, Inc.	NIIS	1,602.36
05/22/2020	One Legal, Inc.	NIIS	277.75
06/03/2020	One Legal, Inc.	NIIS	65.00
08/02/2020	One Legal, Inc.	NIIS	65.00
08/02/2020	One Legal, Inc.	NIIS	120.00
09/21/2020	One Legal, Inc.	NIIS	219.95
04/01/2021	Case Anywhere LLC	NIIS	138.00

04/01/2021	Case Anywhere LLC	NIIS	99.60
04/01/2021	Case Anywhere LLC	NIIS	120.00
04/09/2021	One Legal, Inc.	NIIS	129.72
04/22/2021	One Legal, Inc.	NIIS	69.49
06/04/2021	One Legal, Inc.	NIIS	129.72
06/17/2021	One Legal, Inc.	NIIS	69.49
07/01/2021	Case Anywhere LLC	NIIS	144.00
10/02/2021	Case Anywhere LLC	NIIS	120.00
10/07/2021	One Legal, Inc.	NIIS	37.27
10/08/2021	One Legal, Inc.	NIIS	39.64
10/08/2021	One Legal, Inc.	NIIS	16.68
10/10/2021	One Legal, Inc.	NIIS	40.41
01/04/2022	Case Anywhere LLC	NIIS	132.00
03/15/2022	One Legal, Inc.	NIIS	37.78
03/16/2022	One Legal, Inc.	NIIS	42.21
03/18/2022	One Legal, Inc.	NIIS	17.19
04/07/2022	Case Anywhere LLC	NIIS	132.00
05/11/2022	One Legal, Inc.	NIIS	17.19
05/12/2022	One Legal, Inc.	NIIS	42.98
07/05/2022	Case Anywhere LLC	NIIS	126.00
07/07/2022	Case Anywhere LLC	NIIS	74.30
07/13/2022	Case Anywhere LLC	NIIS	12.20
10/05/2022	Case Anywhere LLC	NIIS	162.00
02/23/2023	One Legal, Inc.	NIIS	44.01
02/24/2023	One Legal, Inc.	NIIS	17.66
04/19/2023	Case Anywhere LLC	NIIS	144.00
05/17/2023	One Legal, Inc.	NIIS	79.43
05/17/2023	One Legal, Inc.	NIIS	181.96
05/19/2023	One Legal, Inc.	NIIS	17.66
05/20/2023	One Legal, Inc.	NIIS	41.95
07/05/2023	Case Anywhere LLC	NIIS	198.00
07/26/2023	One Legal, Inc.	NIIS	17.66
07/27/2023	One Legal, Inc.	NIIS	17.66
08/02/2023	L A SUPERIOR COURT	NIIS	10.00
08/03/2023	One Legal, Inc.	NIIS	17.66
08/10/2023	One Legal, Inc.	NIIS	17.66
08/11/2023	One Legal, Inc.	NIIS	51.48
08/11/2023	One Legal, Inc.	NIIS	51.48
08/11/2023	One Legal, Inc.	NIIS	61.77
09/06/2023	One Legal, Inc.	NIIS	38.25
09/12/2023	CA EFILE	NIIS	3.60
09/12/2023	L A SUPERIOR COURT	NIIS	5.00
09/13/2023	One Legal, Inc.	NIIS	51.48
09/13/2023	One Legal, Inc.	NIIS	17.66

10/18/2023	Case Anywhere LLC	NIIS	162.00
11/06/2023	Pacer Service Center	NIIS	52.20
11/22/2023	One Legal, Inc.	NIIS	17.66
11/29/2023	One Legal, Inc.	NIIS	61.77
12/08/2023	L A SUPERIOR COURT	NIIS	2.00
12/12/2023	One Legal, Inc.	NIIS	17.66
12/12/2023	One Legal, Inc.	NIIS	51.48
01/10/2024	Case Anywhere LLC	NIIS	144.00
01/26/2024	One Legal, Inc.	NIIS	19.71
02/21/2024	One Legal, Inc.	NIIS	19.71
02/28/2024	One Legal, Inc.	NIIS	19.71
03/06/2024	One Legal, Inc.	NIIS	19.71
03/19/2024	One Legal, Inc.	NIIS	40.30
03/20/2024	One Legal, Inc.	NIIS	51.48
04/04/2024	Case Anywhere LLC	NIIS	180.00
04/09/2024	One Legal, Inc.	NIIS	19.71
04/10/2024	L A SUPERIOR COURT	NIIS	3.00
04/16/2024	One Legal, Inc.	NIIS	81.48
04/16/2024	One Legal, Inc.	NIIS	51.48
04/18/2024	CA EFILE	NIIS	3.60
05/24/2024	L A SUPERIOR COURT	NIIS	8.60
05/29/2024	One Legal, Inc.	NIIS	19.71
05/31/2024	One Legal, Inc.	NIIS	61.77
06/05/2024	One Legal, Inc.	NIIS	19.71
06/12/2024	One Legal, Inc.	NIIS	19.71
07/09/2024	Case Anywhere LLC	NIIS	168.00
10/09/2024	Case Anywhere LLC	NIIS	120.00
01/15/2025	Case Anywhere LLC	NIIS	0.00
02/10/2025	One Legal, Inc.	NIIS	23.44
02/12/2025	Case Anywhere LLC	NIIS	40.00
02/18/2025	One Legal, Inc.	NIIS	23.44
03/12/2025	Case Anywhere LLC	NIIS	58.00
04/08/2025	Case Anywhere LLC	NIIS	147.00
04/09/2025	Case Anywhere LLC	NIIS	40.00
04/18/2025	One Legal, Inc.	NIIS	87.76
05/07/2025	Case Anywhere LLC	NIIS	64.00
06/04/2025	Case Anywhere LLC	NIIS	40.00
07/03/2025	One Legal, Inc.	NIIS	23.44
07/09/2025	Case Anywhere LLC	NIIS	40.00
07/16/2025	L A SUPERIOR COURT	NIIS	6.60
07/17/2025	One Legal, Inc.	NIIS	23.44
07/31/2025	One Legal, Inc.	NIIS	23.44
08/06/2025	Case Anywhere LLC	NIIS	58.00
08/07/2025	One Legal, Inc.	NIIS	23.44

08/07/2025	One Legal, Inc.	NIIS		23.63
08/08/2025	One Legal, Inc.	NIIS		87.76
08/28/2025	One Legal, Inc.	NIIS		23.44
08/29/2025	One Legal, Inc.	NIIS		17.50
09/03/2025	Case Anywhere LLC	NIIS		70.00
09/07/2025	L A SUPERIOR COURT	NIIS		9.40
10/08/2025	Case Anywhere LLC	NIIS		46.00
11/05/2025	Case Anywhere LLC	NIIS		40.00
12/03/2025	Case Anywhere LLC	NIIS		40.00
Total for $Filing & Court Fees			**$**	**7,986.80**
$Hotel				
06/01/2023	Robert Spencer (Exp Reimb)	NIIS		242.23
08/30/2023	Robert Spencer (Exp Reimb)	NIIS		329.28
Total for $Hotel			**$**	**571.51**
$Meals				
04/22/2022	Wholefoods	NIIS		18.67
06/01/2023	Robert Spencer (Exp Reimb)	NIIS		98.82
08/30/2023	Robert Spencer (Exp Reimb)	NIIS		68.23
Total for $Meals			**$**	**185.72**
$Mediation Fee				
09/30/2020	JAMS, Inc.	NIIS		450.00
10/20/2020	JAMS, Inc.	NIIS		10,500.00
11/25/2020	JAMS, Inc.	NIIS		450.00
11/19/2021	JAMS, Inc.	NIIS		1,050.00
09/06/2023	ADR Services, Inc.	NIIS		5,100.00
10/09/2024	Medina McKelvey LLP	NIIS		12,500.00
Total for $Mediation Fee			**$**	**30,050.00**
$Paralegal Contractor				
04/12/2023	Nathan Clark	NIIS		532.00
04/25/2023	Nathan Clark	NIIS		2,499.00
05/10/2023	Nathan Clark	NIIS		2,824.50
05/30/2023	Nathan Clark	NIIS		840.00
08/01/2023	Nathan Clark	NIIS		413.00
09/06/2023	Nathan Clark	NIIS		70.00
10/04/2023	Nathan Clark	NIIS		301.00
11/15/2023	Nathan Clark	NIIS		58.50
12/13/2023	Nathan Clark	NIIS		18.00
Total for $Paralegal Contractor			**$**	**7,556.00**
$Parking				
05/23/2023	Carla Collins (Exp. Reimb)	NIIS		60.00
06/01/2023	Robert Spencer (Exp Reimb)	NIIS		48.00
08/30/2023	Robert Spencer (Exp Reimb)	NIIS		112.39
Total for $Parking			**$**	**220.39**

$Photocopies				
12/10/2025		NIIS		370.80
Total for $Photocopies			**$**	**370.80**
$Postage				
06/03/2020		NIIS		120.10
09/01/2020		NIIS		4.15
12/22/2020		NIIS		0.50
12/31/2023		NIIS		13.14
Total for $Postage			**$**	**137.89**
$Research				
09/30/2020	LexisNexis, RELX Inc.	NIIS		186.80
04/30/2022	LexisNexis, RELX Inc.	NIIS		142.05
06/30/2022	LexisNexis, RELX Inc.	NIIS		2.83
07/31/2022	LexisNexis, RELX Inc.	NIIS		9.38
09/30/2022	LexisNexis, RELX Inc.	NIIS		12.54
10/31/2022	LexisNexis, RELX Inc.	NIIS		10.27
03/24/2023	LexisNexis, RELX Inc.	NIIS		27.49
04/07/2023	LexisNexis, RELX Inc.	NIIS		105.81
05/08/2023	LexisNexis, RELX Inc.	NIIS		61.24
06/08/2023	LexisNexis, RELX Inc.	NIIS		25.09
08/08/2023	LexisNexis, RELX Inc.	NIIS		25.81
09/08/2023	LexisNexis, RELX Inc.	NIIS		58.45
10/09/2023	LexisNexis, RELX Inc.	NIIS		6.68
11/08/2023	LexisNexis, RELX Inc.	NIIS		67.82
01/08/2024	LexisNexis, RELX Inc.	NIIS		34.30
03/08/2024	LexisNexis, RELX Inc.	NIIS		25.71
04/08/2024	LexisNexis, RELX Inc.	NIIS		28.94
05/08/2024	LexisNexis, RELX Inc.	NIIS		30.79
06/10/2024	LexisNexis, RELX Inc.	NIIS		24.46
08/08/2024	LexisNexis, RELX Inc.	NIIS		0.98
02/10/2025	LexisNexis, RELX Inc.	NIIS		10.02
04/08/2025	LexisNexis, RELX Inc.	NIIS		17.95
05/08/2025	LexisNexis, RELX Inc.	NIIS		8.98
08/08/2025	LexisNexis, RELX Inc.	NIIS		19.56
Total for $Research			**$**	**943.95**
$Service Fee				
05/01/2024	Phoenix Class Action Admin Solutions	NIIS		1,335.71
Total for $Service Fee			**$**	**1,335.71**
$Telephone				
08/24/2023	Vast Conference	NIIS		2.12
10/05/2023	Vast Conference	NIIS		3.82
10/07/2023	Vast Conference	NIIS		2.84
Total for $Telephone			**$**	**8.78**
Total for Case Expenses Receivable			**$**	**70,121.76**

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PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **December 22, 2025** in the case *Collins v. National Insurance Inspection Services, Inc.* Los Angeles Superior Court Case Number 20STCV15619, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND MOTION FOR AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE INCENTIVE AWARD/GENERAL RELEASE PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

Jeffrey McClure, Esq.
Anne Kelson Hummel, Esq.
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jeff@laborcounsel.com
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Attorneys for Defendant
NATIONAL INSURANCE INSPECTION SERVICES, INC.

☒	(BY ELECTRONIC SERVICE- **Case Anywhere)** by submitting an electronic version of the documents through the user interface at www.caseanywhere.com and by emailing a word version of the document to the above referenced email addresses.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

JOEY GONZALEZ