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Class Members, the State of California and
Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

MACKENZIE HEYMAN, individually and
on behalf of those similarly situated,

Plaintiff,

vs.

THE RESORT AT PELICAN HILL, LLC;
IRVINE MANAGEMENT COMPANY; THE
IRVINE COMPANY, LLC; and DOES 1-50,
inclusive,

Defendants.

Case No. 30-2020-01145518-CU-OE-CXC

Assigned for All Purposes to:

Hon. William D. Claster

Dept. CX101

**DECLARATION OF CAROLYN HUNT
COTTRELL IN SUPPORT OF MOTION
TO APPROVE SETTLEMENT
PURSUANT TO PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Date: July 26, 2024

Time: 9:00 a.m.

Dept.: CX101

Res. No. 74319580

Complaint Filed: May 26, 2020

Trial Date: None Set

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10 *Attorneys for Plaintiff Mackenzie Heyman,*
11 *Class Members, the State of California and*
12 *Aggrieved Employees*
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1 **DECLARATION OF CAROLYN HUNT COTTRELL**

2 I, Carolyn Hunt Cottrell, declare as follows:

3 1. I am an attorney duly licensed to practice law in the State of California. I am a
4 member in good standing of the State Bar of California, I am admitted to the United States District
5 Courts for the Northern, Eastern, Central, and Southern Districts of California. I am admitted to
6 the Ninth Circuit Court of Appeals, and I am a member of the Bar of the United States Supreme
7 Court.

8 2. I am a partner at Schneider Wallace Cottrell Konecky LLP (“SWCK”). SWCK
9 specializes in class action and representative litigation in state and federal court.

10 3. I submit this declaration in support of the Motion for Approval of Private
11 Attorney’s General Act of 2004 (“PAGA”) Settlement, distribution of the settlement, and request
12 for attorneys’ fees and costs, filed by Plaintiff in the above-captioned matter. SWCK represents
13 Plaintiff Makenzie Heyman who initially filed *Heyman v. The Resort at Pelican Hill, LLC, et al.*,
14 Case No. 30-2020-01145518-CU-OE-CXC (“Action”). I am familiar with the file, the documents,
15 and the history related to the case in this action. The following statements are based on my
16 personal knowledge and review of the files. If called to do so, I could and would testify
17 competently thereto.

18 **QUALIFICATIONS, EXPERIENCE, AND EXPERTISE**

19 4. SWCK is regarded as one of the leading private plaintiff’s firms in wage and hour
20 class actions and employment class actions. In November 2012, the Recorder listed the firm as
21 one of the “top 10 go-to plaintiffs’ employment firms in Northern California.” The partners and
22 attorneys have litigated major wage and hour class and representative actions, have won several
23 prestigious awards, and sit on important boards and committees in the legal community. SWCK
24 was founded by Todd Schneider in 1993, and I have been a member of the firm since 1995.

25 5. SWCK has acted or is acting as class counsel in numerous cases. A partial list of
26 cases which have been certified and/or settled as class actions includes: *Lopez v. Eurofins*
27 *Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15,
28 2024) (ECF 90) (“The Court finally approves Class Counsel’s request for attorneys’ fees of one-

1 third of [...] the Gross Settlement Amount[...]. This amount is justified under the common fund
2 doctrine, the range of awards ordered in this District and Circuit, the excellent results obtained,
3 the substantial risk borne by Class Counsel in litigating this matter, the high degree of skill and
4 quality of work performed, the financial burden imposed by the contingency basis of Class
5 Counsel's representation of Plaintiff and the Class, and the additional work required of Class
6 Counsel to bring this Settlement to a conclusion.”); *Campos v. Extra Express (Cerritos) Inc.*, (Case
7 No. BC715057) (Los Angeles Superior Court, Jan. 18, 2023) (final approval of California law
8 wage and hour class action settlement alleging misclassification of short haul delivery drivers);
9 *Huddleston v. John Christner Trucking, LLC*, (Case No. 4:17-cv-00549-GKF-CDL) (Northern
10 District of Oklahoma, October 31, 2022) (final approval of California and Oklahoma class and
11 FLSA collective action settlement where Plaintiff obtained class certification on behalf of
12 misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No. RG20061119) (Alameda
13 County Superior Court, June 23, 2022) (final approval of a class action settlement for failure to
14 pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal
15 and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under
16 California law); *Ramirez, et al. v. Rite Aid Corp., et al.*, (Case No. CV 20-3531-GW-SKx) (Central
17 District of California, May 19, 2022) (final approval of California class action and PAGA
18 representative action settlement); *Madrigal v. Mission Lakes Country Club, Inc.* (Case No.
19 RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of California
20 class action and PAGA representative action); *Hazel v. Himagine Sols., Inc.* (Case No.
21 RG20068159) (Alameda County Superior Court, Nov. 2, 2021) (final approval of a California
22 class action settlement for failure to pay for all hours worked, failure to pay minimum and
23 overtime wages, failure to provide meal and rest breaks, failure to reimburse necessary business
24 expenditures, waiting time penalties, and failure to provide itemized wage statements); *Pine*
25 *Manor Investors, LLC v. FPI Mgmt., Inc.* (Case No. 34-2018-00237315) (Sacramento County
26 Superior Court, October 20, 2021) (final approval of a California class action settlement in action
27 that alleged improper billing for workers compensation charges by an apartment complex
28 management company); *Etcheverry v. Franciscan Health Sys., et al.* (Case No. 3:19-cv-05261-

1 RJB-MAT) (Western District of Washington, October 19, 2021) (final approval of hybrid Fair
2 Labor Standards Act and Washington class action); *Jean-Pierre, et al. v. J&L Cable TV Servs.,*
3 *Inc.* (Case No. 1:18-cv-11499-MLW) (District of Massachusetts, August 31, 2021) (final approval
4 of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire, Maine, and Pennsylvania
5 class action); *Amaraut, et al. v. Sprint/United Mgmt. Co.* (Case No. 19-cv-411-WQH-AHG)
6 (Southern District of California, August 5, 2021) (final approval of hybrid Fair Labor Standards
7 Act and California Labor Code Rule 23 action); *Diaz, et al. v. TAK Commc'ns CA, Inc., et al.*
8 (Case No. RG20064706) (Alameda Superior Court, July 27, 2021) (final approval of hybrid Fair
9 Labor Standards Act and California Labor Code class action); *Villafan v. Broadspectrum*
10 *Downstream Servs., Inc., et al.* (Case No. 3:18-cv-06741-LB) (Northern District of California,
11 April 8, 2021) (final approval of hybrid Fair Labor Standards Act and California law class action
12 settlement for failure to pay for all hours worked, failure to provide meal and rest breaks,
13 unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage
14 statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (lead Case No. 3:17-cv-02229-EMC)
15 (Northern District of California, June 1, 2020) (final approval of hybrid Fair Labor Standards Act
16 and California, Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement for
17 failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business
18 expenses, waiting time penalties, and failure to provide itemized wage statements); *El Pollo Loco*
19 *Wage and Hour Cases* (Case No. JCCP 4957) (Orange County Superior Court, January 31, 2020)
20 (final approval of a class action settlement for failure to pay for all hours worked, failure to
21 provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure
22 to provide itemized wage statements, under California law); *Soto, et al. v. O.C. Commc'ns, Inc.,*
23 *et al.* (Case No. 3:17-cv-00251-VC) (Northern District of California, Oct. 23, 2019) (final
24 approval of a hybrid Fair Labor Standards Act and California and Washington law Rule 23 action
25 with joint employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture*
26 *Galleries* (Case No. 34-2017-00223592) (Sacramento Superior Court) (final approval of a class
27 action settlement for failure to pay for all hours worked, failure to pay minimum and overtime
28 wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide

1 itemized wage statements, under California law); *Van Liew v. North Star Emergency Servs., Inc.*,
2 *et al.* (Case No. RG17876878) (Alameda County Superior Court) (final approval of a class action
3 settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages,
4 failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures,
5 waiting time penalties, and failure to provide itemized wage statements, under federal law);
6 *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of a
7 class and collective action settlement for failure to pay for all hours worked, failure to pay
8 overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business
9 expenditures, failure to adhere to California record keeping requirements, waiting time penalties,
10 and failure to provide itemized wage statements, under federal and California law); *Harmon, et*
11 *al. v. Diamond Wireless, LLC*, (Case No. 34-2012-00118898) (Sacramento Superior Court) (final
12 approval of a class action settlement for failure to pay wages free and clear, failure to pay overtime
13 and minimum wages, failure to provide meal and rest breaks, failure to pay full wages when due,
14 failure to adhere to California record keeping requirements, and failure to provide adequate
15 seating, under California law); *Aguilar v. Hall AG Enters., Inc., et al.*, (Case No. BCV-16-10994-
16 DRL) (Kern County Superior Court) (final approval of a class action settlement for failure to
17 provide meal and rest periods, failure to compensate for all hours worked, failure to pay minimum
18 and overtime wages, waiting time penalties, failure to provide itemized wage statements, and
19 failure to pay undiscounted wages, under California law); *Viceral and Krueger v. Mistras Grp.,*
20 *Inc.*, (Case No. 3:15-cv-02198-EMC) (Chen, J.) (Northern District of California) (final approval
21 of a class and collective action settlement for failure to compensate for all hours worked, including
22 overtime, under federal and California law); *Jeter-Polk, et al. v. Casual Male Store, LLC, et al.*,
23 (Case No. 5:14-CV-00891) (Central District of California) (final approval of a class action
24 settlement for failure to provide meal and rest periods, failure to compensate for all hours worked,
25 failure to pay overtime wages, unpaid wages and waiting time penalties, and failure to provide
26 itemized wage statements); *Meza, et al. v. S.S. Skikos, Inc., et al.*, (Case No. 15-cv-01889-TEH)
27 (Northern District of California) (final approval of class and collective action settlement for
28 failure to compensate for all hours worked, including overtime, under federal and California law,

1 failure to provide meal and rest breaks, failure to reimburse for necessary business uniforms,
2 failure to pay full wages upon termination to, and failure to provide accurate itemized wage
3 statements); *Holmes, et al v. Xpress Global Sys., Inc.*, (Case No. 34-2015-00180822) (Sacramento
4 Superior Court) (final approval of a class action settlement for failure to provide meal and rest
5 breaks and failure to provide accurate itemized wage statements); among many others.

6 6. Nearly my entire legal career has been devoted to advocating for the rights of
7 individuals who have been subjected to illegal pay policies, discrimination, harassment, and
8 retaliation and representing employees in wage and hour and discrimination class actions. I have
9 litigated hundreds of wage and hour, employment discrimination and civil-rights actions, and I
10 manage many of the firm's current cases in these areas. I am a member of the State Bar of
11 California, and have had memberships with Public Justice, the National Employment Lawyers
12 Association, the California Employment Lawyers Association, and the Consumer Attorneys of
13 California. I served on the Board of Directors for the San Francisco Trial Lawyers Association
14 and co-chaired its Women's Caucus. I was named one of the "Top Women Litigators for 2010"
15 by the Daily Journal. In 2012, I was nominated for Woman Trial Lawyer of the Year by the
16 Consumer Attorneys of California. I have been selected as a Super Lawyer every year since 2014.
17 I earned my Bachelor's degree from the University of California, and I am a graduate of the
18 University of the Pacific, McGeorge School of Law.

19 **PROCEDURAL BACKGROUND**

20 7. On May 26, 2020, Plaintiff Heyman filed a class action against Defendants in this
21 Court, for the failure to pay all gratuities owed, intentional interference with prospective economic
22 advantage, conversion, unjust enrichment, failure to provide timely and accurate itemized wage
23 statements, waiting time penalties, and unlawful business practices, pursuant to California Labor
24 Code, the California Unfair Competition Law, and other California laws.

25 8. On July 16, 2020, Plaintiff filed a First Amended Complaint to assert claims for
26 penalties under the California Private Attorneys General Act of 2004 ("PAGA"), arising from
27 Defendants' alleged violations of the California Labor Code.

28 9. This Court compelled Plaintiff's individual claims to Arbitration on May 18, 2021.

1 10. Plaintiff pursued her individual claims in arbitration by filing an arbitration
2 demand on July 9, 2021.

3 11. On August 4, 2023, the Court issued a Minute Order compelling Plaintiff's
4 individual PAGA claims in the ninth and tenth causes of action to arbitration.

5 12. On October 1, 2021, the parties stipulated to dismiss Respondent The Irvine
6 Company from the arbitration, and Respondents The Resort at Pelican Hill LLC and The Irvine
7 Management Company submitted their answer to the First Amended Complaint.

8 13. On April 12, 2022, Plaintiff served written discovery in her individual arbitration
9 and received responses after a September informal discovery conference with the arbitrator.
10 However, production of documents continued piecemeal through May of 2023, with another set
11 of produced documents in anticipation of the second mediation in December of 2023.

12 14. Plaintiff was subjected to a whole day deposition February 2, 2023.

13 15. In July of 2022 the Parties agreed to postpone Arbitration in anticipation of the
14 California Supreme Court's ruling in *Adolph v. Uber Techs., Inc.* As such, the individual
15 arbitration was continued to June 19-23, 2023.

16 16. In the interim the parties agreed to mediation to seek a resolution of both individual
17 and PAGA claims.

18 17. The Parties engaged in informal pre-mediation discovery between April and May
19 of 2023 regarding the potential PAGA Aggrieved Employees. This included Defendant's
20 production of over 5,000 documents representing policies and procedures as well as exemplar
21 payroll data.

22 18. On May 17, 2023, the Parties attended a mediation with Steve Pearl in hopes of
23 informally resolving both matters before this Court and in arbitration but were unsuccessful.

24 19. Following the May 17, 2023 mediation, Plaintiff identified an alternative theory of
25 liability.

26 20. The First Amended Complaint largely concerned the service charges collected by
27 The Resort at Pelican Hill. However, upon analysis of the records produced for mediation,
28 Plaintiff discovered 213 instances where Plaintiff was not properly paid a meal premium. Based

on Defendant's representation that the service charge was not a gratuity but rather constituted wages, Defendant's failure to incorporate the service charge wages into the regular rate calculation for purposes of meal and rest break premiums, and overtime wage calculations, results in violation of the Labor Code.

21. The Parties agreed to include this alternative theory of liability as part of the second day of mediation, but narrowed the scope of Aggrieved Employees, to just those employed by Defendant The Resort at Pelican Hill, not the adjacent apartment property. On information and belief both properties – the Resort at Pelican Hill and the apartments – fall under the umbrella of the Irvine Company, but they are managed and owned by separate entities. To avoid any potential conflict with the coordinated PAGA case *Joseph Delia v. The Irvine Company, LLC* (which focused on the employees who worked at the apartments), the Parties clarified that the group of Aggrieved Employees to be covered by any settlement were just those, who like Plaintiff, were employed at the Resort at Pelican Hill.

22. In anticipation of the second mediation Defendant produced approximately an additional 24,000 documents including time and pay data, paystubs, audit trails, and other employment records for a random sample of 10 percent of employees employed at The Resort at Pelican Hill.

23. On January 2, 2024, the Parties attended a second mediation with Steve Rottman, during which the Parties' settlement discussions focused on Plaintiff's alternative theory of liability based on the regular rate violation.

24. The Parties settled the PAGA and individual claims at mediation on January 2, 2024, with a MOU identifying the contours of the settlement and a long form to be drafted and signed thereafter. The Parties settled the PAGA and individual claims at mediation on January 2, 2024, with a MOU identifying the contours of the settlement and a long form to be drafted and signed thereafter.

25. On March 20, 2024, The Parties executed a long-form, PAGA-only settlement agreement, including all of the alleged Labor Code violations asserted in Plaintiff's notice to the LWDA on behalf of non-exempt employees who worked at The Resort at Pelican Hill.

1 26. Plaintiff filed her Second Amended Complaint to include all of the alleged Labor
2 Code violations asserted in Plaintiff's notice, pursuant to the stipulation, on June 12, 2024.

3 **FAIR AND REASONABLE SETTLEMENT**

4 27. SWCK conducted analyses to assess Defendants' potential exposure for the claims
5 at issue based on a comprehensive review of Defendants' discovery productions and data,
6 information provided by employees during interviews with Plaintiff's counsel, and employee
7 payroll records.

8 28. The \$1,000,000.00 Settlement represents a significant recovery for the State of
9 California and the Aggrieved Employees if the Settlement is approved. (**Exhibit A**, Settlement
10 Agreement).

11 29. SWCK Estimated that the Net PAGA Settlement (less attorneys' fees and costs,
12 service awards, and settlement administration costs) will be approximately \$619,898. As required,
13 Seventy-five percent of the PAGA Penalties (*i.e.*, \$464,923) will be paid to the LWDA, and
14 twenty-five percent will be paid to the Aggrieved Employees (*i.e.*, \$154,974).

15 30. There is no release of individual Aggrieved Employee's claims for damages from
16 the underlying violations of the Labor Code, and employees remain free to pursue those claims.

17 31. SWCK calculated that the Gross Settlement Amount represents approximately
18 27% of the estimated recoverable penalties of \$3,762,761 for the regular rate violation caused by
19 the service charge. The estimated recoverable penalties were based on \$100 per pay period for
20 Aggrieved Employees for the resulting violations in miscalculating the employee's regular rate.

21 32. SWCK based the calculation for substantive penalties discussed above on the
22 approximately 37,762 pay periods where both a service charge wage was paid as well as a meal
23 or rest premium was paid to an Aggrieved Employee.

24 33. The \$1,000,000 Gross Settlement Amount reflects a recovery of approximately
25 \$27 per pay period for each of the approximately 37,762 pay periods worked with a violation and
26 an average of \$515 per each of the 1,941 Aggrieved Employees.

27 34. SWCK evaluated the inherent risks of continuing to pursue litigation including that
28 Plaintiff would first need to establish standing as an Aggrieved Employee in her individual

1 arbitration, and only after which would she be able to continue litigating her PAGA claims and
2 Plaintiff would need to survive any motions for summary judgment, along with the very real
3 possibility that even if successful, the Court may decline to stack derivative penalties based on
4 the Defendant's financial condition.

5 35. The injury faced by each Aggrieved Employee is limited. The difference between
6 Aggrieved Employee's base hourly rate, and the regular rate that should have been used is
7 minimal.

8 36. While Defendant was aware of the wages paid, it likely had a good faith belief that
9 such wages did not have to be used to compute the employee's regular rate of pay. Significantly,
10 after the California Supreme Court's 2021 decision in *Ferra v. Loews Hollywood Hotel*, regarding
11 regular rate of pay, Defendant appears to have begun adjusting the employee's regular rate of pay
12 based on additional wage payments in a pay period showing an attempt to comply with its Labor
13 Code obligations.

14 37. Despite the risks SWCK and Plaintiff actively pursued the action and negotiated
15 the Settlement after extensive preparation, discovery, deposition, full mediation session, thorough
16 financial investigation, and substantial negotiations. Given the risks and complexity of issues
17 involved, absent this settlement, it possibly would have taken several more years to realize any
18 recovery, and even more years to realize any recovery for the State of California following the
19 completion of her individual arbitration.

20 **SERVICE AWARD FOR PLAINTIFF HEYMAN**

21 38. Plaintiff Heyman took the significant risk of coming forward to represent the
22 interests of her fellow employees.

23 39. She has subjected herself to risk with regards to future employment opportunities
24 and her reputation in the community by her participation in this action. Her service as Named
25 Plaintiff in a wage and hour PAGA lawsuit may be discerned by potential employers, and members
26 of the community, creating a very real risk of future repercussions, particularly with respect to
27 their future job opportunities.

28 40. Throughout this litigation, Plaintiff Heyman worked with Counsel and assisted in

1 the development of the case. She provided extensive information and documents during Counsel's
2 initial investigation and the preparation of the complaints. She also provided responses to
3 Counsel's questions as the case progressed and provided valuable insight into Defendant's
4 operations.

5 41. Plaintiff Heyman has taken part in the Settlement decision and remained apprised
6 of the case at all times during the litigation.

7 42. As a result of Plaintiff Heyman efforts and her willingness to step forward, the
8 employees will receive significant recoveries if the Settlement is approved. On the other hand, if
9 Plaintiff Heyman, did not serve as Named Plaintiff for the Aggrieved Employees or assist in the
10 prosecution of this case, the PAGA claims on behalf of the State and the employees would never
11 have been asserted. Defendant's alleged conduct would have gone unchecked. Plaintiff Heyman
12 has committed her time to this case and assumed significant risk to obtain the favorable result.
13 Plaintiff Heyman included a declaration detailing her efforts in this case with the Motion for
14 Approval of the Settlement.

15 43. Plaintiff individually released her individual claims and provided a general release
16 as to all known and unknown claims in exchange for an individual settlement of \$75,000.00,
17 representing \$18,500.00 in damages to be paid to Plaintiff, and \$56,500.00 to constitute
18 compensation to Counsel for attorneys' fees and costs incurred by Plaintiff in her individual
19 arbitration.

20 44. Payments to Plaintiff Heyman in the amount of \$10,000.00 is reasonable in light
21 of the efforts she made and the risks she took in filing and prosecuting this action to obtain this
22 \$1,000,000.00 settlement.

23 **REASONABLE ATTORNEYS' FEES AND COSTS**

24 45. Plaintiff seeks reasonable attorneys' fees and expenses from the gross
25 \$1,000,000.00 Settlement Amount. Under the terms of the Settlement, PAGA Counsel may seek
26 an award of not more than 35% of the Settlement Amount, or \$350,000. These fees and costs are
27 warranted under the law and within the range commonly awarded in similar cases; however,
28 Plaintiff now seeks only 33.33% as an award for attorneys' fees in support of a reasonable

1 settlement.

2 46. In this case, there was no guarantee of compensation or reimbursement. Rather,
3 PAGA Counsel has undertaken all the risks of this litigation on a completely contingent fee basis.
4 These risks were front and center. Representation by skillful counsel confront the prospect of
5 recovering nothing or close to nothing for their commitment to and investment in the case.

6 47. SWCK assumed representation in this matter on strictly contingency basis and
7 incurred the risk of non-recovery after a substantial investment of time, money, and resources,
8 and have done so since the inception of the cases without any payment or compensation. This is
9 no easy burden for any firm.

10 48. Nevertheless, Plaintiff and Counsel have committed themselves to developing and
11 pressing the employees' legal claims to enforce the employees' rights and maximize the PAGA
12 recovery. Aggrieved Employees will receive significant payments if the Settlement is approved,
13 PAGA Counsel seek a reasonable fee award for their efforts and the risk they have assumed.

14 49. Attorneys who litigate on a wholly or partially contingent basis expect to receive
15 significantly higher effective hourly rates in cases where compensation is contingent on success,
16 particularly in hard-fought cases where, like in the case at bar, the result is uncertain. These factors
17 further support PAGA Counsel's fee request. Since SWCK also pursued an individual settlement
18 on behalf of Plaintiff Heyman, all billing uniquely associated with those efforts have been
19 excluded from the calculations and billing presented herein. The fees related to this PAGA action
20 are represented by the Lodestar amounts included herein, which are 556.30 hours and \$438,060.00
21 to the date of this motion. A true and correct copy of the summary of SWCK's billing summary
22 of hours and hourly rates in this lawsuit is attached hereto as **Exhibit B**.

23 50. The current calculated Lodestar amount will increase with the additional work
24 anticipated for the approval hearing and Settlement administration.

25 51. The attorneys' fees requested represent approximately 76% of the Lodestar
26 incurred.

27 52. Fee awards in PAGA actions average around one-third of the recovery. PAGA
28 Counsel's fee request is well within the range of customarily approved by California and federal

1 courts in comparable class actions. California Superior courts also frequently grant common fund
2 awards of 33.3 percent (1/3) or more.

3 53. SWCK also requests reimbursement of their actual out-of-pocket expenses
4 incurred to prosecute these actions, in the amount of \$27,054.72. The Settlement provides for
5 PAGA Counsel seeking costs not to exceed \$30,000. PAGA Counsel incurred costs including
6 filing fees, online research, mediation, and service of process fees. These expenses were incidental
7 and necessary to the effective representation in this PAGA action. A true and correct copy of
8 SWCK's costs is attached hereto as **Exhibit C**.

9
10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct and is based upon my personal knowledge.

12 Executed on June 17, 2024 in Auburn, California.

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15 _____
16 Carolyn Hunt Cottrell
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EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”) is made by and between Plaintiff Mackenzie Heyman (“Plaintiff”) and Defendant Irvine Management Company. The Agreement refers to Plaintiff and Irvine Management Company collectively as “Parties,” or individually as “Party.”

This Agreement shall be binding on Plaintiff, on the Aggrieved Employees (as defined below), on the State of California and its state labor law enforcement agencies (including but not limited to the Labor and Workforce Development Agency (LWDA) and its department, divisions, commissions, boards, agencies and employees), and on Irvine Management Company, subject to the terms and conditions hereof and the approval of the Court.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Heyman v. The Resort at Pelican Hill, LLC, et al.*, Case No. 30-2020-01145518-CU-OE-CXC initiated on May 26, 2020 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Irvine Management Company at The Resort at Pelican Hill in California and classified as non-exempt employees during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Orange.

- 1.9. “Defendants” means named Defendants The Resort at Pelican Hill, LLC, Irvine Management Company, and The Irvine Company, LLC.
- 1.10. “Defense Counsel” means Call & Jensen APC.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.12. “Gross Settlement Amount” means \$1,000,000.00, which is the total amount Defendant Irvine Management Company agree to pay under the Settlement, except as provided in Paragraph 8 below and the Plaintiff Individual Settlement Amount. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Service Award, and the Administrator’s Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Service Award, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, to be paid to Aggrieved Employees as Individual PAGA Payments and to the LWDA as a LWDA PAGA Payment, which, together, are the PAGA Penalties.
- 1.18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698, *et seq.*
- 1.19. “PAGA Counsel” means Schneider Wallace Cottrell Konecky LLP, the attorneys representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. PAGA Counsel will not seek more than \$350,000 (35% of the Gross Settlement Amount) as the PAGA Counsel Fees Payment.

- 1.21. "PAGA Pay Periods" means the total number of Pay Periods that an Aggrieved Employee worked during the PAGA Period.
- 1.22. "PAGA Period" means the period from April 7, 2019 to January 2, 2024.
- 1.23. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.24. "PAGA Notice" means Plaintiff's April 7, 2019 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated as 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.26. "Plaintiff" means Mackenzie Heyman, the named plaintiff in the Action.
- 1.27. "Plaintiff Individual Settlement Amount" means \$75,000.00, less deductions and other authorized payroll withholdings, and is the amount Defendants agree to pay to Plaintiff under the Settlement in exchange for a general release set forth in Paragraph 5.3 below. The Plaintiff Individual Settlement Amount shall be allocated as follows: \$18,500 to damages and penalties to be paid to Plaintiff, and \$56,500 to constitute compensation to PAGA Counsel for attorneys' fees and costs incurred by Plaintiff. The employer's share of payroll taxes shall not be paid from the Individual Settlement Amount and shall remain the sole responsibility of Defendant Irvine Management Company. This payment is contingent upon Court approval of the PAGA settlement. Plaintiff shall receive an IRS Form W-2 for the portion of the settlement allocated to wages and an IRS Form 1099 for the portion of the settlement allocated to penalties.
- 1.28. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.29. "Released Parties" means Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, divisions, trustees, employees, agents, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, joint employers, insurers and related corporations.
- 1.30. "Service Award" means the payment to named Plaintiff Mackenzie Heyman for her efforts in bringing and prosecuting this matter. The Service Award will not exceed Ten Thousand Dollars (\$10,000.00) for Plaintiff Mackenzie Heyman.
- 1.31. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On May 26, 2020, Plaintiff commenced this Action by filing a Class Action Complaint, alleging causes of action against Defendants for (i) unlawful business practices for failure to pay all gratuities owed; (ii) intentional interference with prospective economic advantage; (iii) conversion; (iv) unjust enrichment; (v) failure to provide timely and accurate itemized wage statements; (vi) waiting time penalties; and (vii) unlawful business practices under Business & Professions Code section 17200, *et seq.* On July 16, 2020, Plaintiff filed a First Amended Class Action and Private Attorneys General Act Complaint (“First Amended Complaint”) alleging causes of action against Defendants for (i) unlawful business practices for failure to pay all gratuities owed; (ii) intentional interference with prospective economic advantage; (iii) conversion; (iv) unjust enrichment; (v) failure to provide timely and accurate itemized wage statements; (vi) waiting time penalties; (vii) unlawful business practices under Business & Professions Code section 17200, *et seq.*; (viii) failure to provide employee records; (ix) PAGA violations under Labor Code section 2699(a); and (x) PAGA violations under Labor Code 2699(f).
- 2.2. Defendants deny the allegations in the First Amended Complaint, deny any failure to comply with the laws identified in in the First Amended Complaint and deny any and all liability for the causes of action alleged. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law.
- 2.3. On November 16, 2020, the Court compelled Plaintiff’s individual wage and hour claims to arbitration, and stayed the representative PAGA claim and class claims pending the arbitration, ruling that the enforceability of the class action waiver would need to be determined by the arbitrator. On July 9, 2021, Plaintiff filed a Demand for Arbitration against Defendants asserting her individual claims but did not pursue class claims.
- 2.4. On August 4, 2023, in light of the holding in *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, the Court further compelled Plaintiff’s individual PAGA claim to arbitration. On March 18, 2023, Plaintiff filed the First Amended Demand for Arbitration, adding her individual PAGA claim to the demand.
- 2.5. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.6. On May 17, 2023, the Parties participated in an all-day mediation presided over by Steve Pearl, which was not successful. Subsequently, on January 2, 2024, the Parties participated in an all-day mediation presided over by Steven Rottman, which led to this Agreement to settle the Action.
- 2.7. Prior to mediation, Plaintiff obtained, through informal discovery, a 10% sampling of payroll and time records for the Aggrieved Employees, relevant agreements, policies, and procedures, along with figures and information regarding the number of Aggrieved

Employees and PAGA Pay Periods. The Parties also exchanged formal written discovery in arbitration.

- 2.8. As a material term of this settlement, Plaintiff will formally dismiss her class claims and will amend the First Amended Complaint to assert all PAGA claims that were alleged in the PAGA Notice. That newly amended complaint will become the operative complaint.
- 2.9. Except as necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Irvine Management Company promises to pay \$1,000,000.00 and no more as the Gross Settlement Amount. Irvine Management Company has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$350,000 and PAGA Counsel Litigation Expenses Payment as documented in PAGA Counsel's billing statements, currently estimated not to exceed \$30,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$13,550 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,550, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the Plaintiff: A Service Award of not more than \$10,000. To the extent the Service Award is less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties constituting 75% of the Net Settlement Amount allocated to the LWDA PAGA Payment and constituting 25% of the Net Settlement Amount allocated to the Individual PAGA Payments.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (the Individual PAGA Payments) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.3 Plaintiff Individual Settlement Amount: In addition to the Gross Settlement Amount, Defendant Irvine Management Company shall also pay Plaintiff the Plaintiff Individual Settlement Amount (\$75,000, less deductions and other authorized payroll withholdings) in exchange for the general release set forth in Paragraph 5.3. The employer's share of payroll taxes shall not be paid from the Plaintiff Individual Settlement Amount and shall remain the sole responsibility of the employer. This payment is contingent upon Court approval of the Settlement, and Defendant Irvine Management Company shall have no obligation to pay the Plaintiff Individual Settlement Amount if the Settlement is not approved.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 1,941 Aggrieved Employees who worked a total 58,496 PAGA Pay Periods. Defendants' counsel (or other authorized representative for Defendants) will provide a declaration stating the number of Aggrieved Employees and pay periods worked during the PAGA Period upon execution of this Agreement.
- 4.2. Aggrieved Employee Data. Within 10 days of preliminary approval of the Settlement, Defendant Irvine Management Company will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the

Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant Irvine Management Company has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant Irvine Management Company must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Irvine Management Company shall fully fund the Gross Settlement Amount and Plaintiff Individual Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Irvine Management Company funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Award, and the PAGA Counsel Expenses Payment.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. If deemed necessary by the court, simultaneous with the checks issued pursuant to paragraph 4.4.1 above, the Administrator will mail a letter explaining the reason why the Aggrieved Employee is receiving a check, substantially in the form attached as **Exhibit A**, to the Aggrieved Employees along with the Individual PAGA Payment checks.
 - 4.4.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.
 - 4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall tender one-half of the funds represented by such checks to Irvine Public School Foundation, and the

remaining half of the funds represented by such checks to the Legal Aid at Work as the *cy pres* designees, with approval by the Court. The Parties do not have a connection to or a relationship with Irvine Public School Foundation or the Legal Aid at Work that could reasonably create the appearance of impropriety as between the selection of Irvine Public School Foundation or Legal Aid at Work as the recipient of the unclaimed residuals and the interests of the class.

4.4.5. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.5 Payment of the Plaintiff Individual Settlement Amount. Within 14 days after Irvine Management Company funds the Plaintiff Individual Settlement Amount, the Administrator will mail checks to Plaintiff and to PAGA Counsel, pursuant to Paragraph 1.27.

5. RELEASES OF CLAIMS. Effective on the date when Irvine Management Company fully funds the entire Gross Settlement Amount, the following claims will be released against all Released Parties as follows:

5.1 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims for civil penalties under California Labor Code Sections 2698, et seq., predicated on the California Labor Code violations that are asserted in the LWDA Notice and operative complaint (or PAGA claims that could have been asserted based on the alleged Labor Code violations as well as the facts alleged in the operative LWDA Notice and which will be reflected in the amended complaint) which are for civil penalties pursuant to Labor Code section 2699, et seq. for violations of Labor Code sections 201, 202, 203, 204, 225.5, 226, 226.3, 226.7, 256, 351, 432, 510, 512, 1194, 1197, 1198.5, 2802 and applicable Industrial Welfare Commission Wage Orders during the PAGA Period. The release does not include underlying Labor Code claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers' compensation, and claims outside of the PAGA Period. The Released Claims do not include any claims that cannot be released as a matter of law.

5.2 Release Language on Settlement Checks. The Administrator shall include the following release language on the back of each Individual PAGA Payment check, as appropriate for Plaintiff and the Aggrieved Employees:

“This check is your settlement payment in connection with the court approved Settlement in *Heyman v. The Resort at Pelican Hill, LLC, et al.*, Case No. 30-2020-01145518-CU-OE-CXC, Superior Court of California, County of Orange. You are receiving this check as an Aggrieved Employee as defined in the Settlement Agreement, for claims under the Private Attorneys General Act.”

5.3 Effective on the date when Irvine Management Company fully funds the entire Plaintiff Individual Settlement Amount, Plaintiff will also release claims against all Released Parties as follows:

5.3.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising from or related to her employment at The Resort at Pelican Hill or termination thereof, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on her employment at The Resort at Pelican Hill through the PAGA Period ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.3.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff's Counsel shall draft and file a motion for preliminary approval of this Settlement within thirty (30) days of execution of this Agreement.

6.1 Plaintiff's Responsibilities. Plaintiff will request that the Court dismiss without prejudice Plaintiff's class action claims.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel will prepare and deliver to Defense Counsel the following documents for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense

Counsel; and (iii) an amended complaint to include the facts, theories and alleged labor code violations set forth in Plaintiff's LWDA pre-filing notice letter, the operative complaint (Labor Code section 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)). PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Tax Treatment of Settlement Amounts. With regard to the settlement payments to Aggrieved Employees, IRS Form 1099s will be issued. With regard to the Plaintiff Individual Settlement Amount, the payment of \$18,500 to Plaintiff shall be allocated as 40% to wages for which an IRS Form W-2 will be issued to Plaintiff; and 60% allocated to penalties and interest for which an IRS Form 1099 will be issued to Plaintiff. With regard to the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment, IRS Form 1099 will be issued to PAGA Counsel.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that there were 1,941 Aggrieved Employees who worked 58,496 Pay Periods during the PAGA Period. If that amount of pay periods during the PAGA Period is determined to be more than 10% higher than the estimate at mediation of 56,564 pay periods, then the Gross Settlement Amount shall be increased proportionally by the amount of pay periods over the 10% increase.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to

take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the

mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data. The copies and summaries of the PAGA Data and paper and electronic versions of Aggrieved Employee Data discussed in this paragraph does not include any notes, summaries, or other work product prepared by PAGA Counsel.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Carolyn H. Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com
mlim@schneiderwallace.com

To Defendants:

Julie R. Trotter
Jacqueline Beaumont
L. Lisa Sandoval
CALL & JENSEN, A Professional Corporation
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
jtrotter@calljensen.com
jbeaumont@calljensen.com
lsandoval@calljensen.com

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 is extended for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

READ CAREFULLY BEFORE SIGNING.



Plaintiff Mackenzie Heyman

Defendant The Resort at Pelican Hill, LLC

03 / 19 / 2024

Date

Date

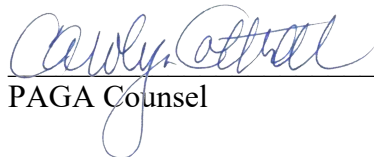
Defendant Irvine Management Company

Defendant The Irvine Company, LLC

Date

Date

APPROVED AS TO FORM:



PAGA Counsel

Counsel for Defendants

March 20, 2024

Date

Date

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 is extended for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

READ CAREFULLY BEFORE SIGNING.

Plaintiff Mackenzie Heyman

Date

Defendant The Resort at Pelican Hill, LLC

Date

Defendant Irvine Management Company

Date

Defendant The Irvine Company, LLC

Date

APPROVED AS TO FORM:

PAGA Counsel

Date

Counsel for Defendants

Julie R. Trotter

March 20, 2024

Date

Exhibit A

[Claims Admin Contact Info]

<<CLAIMS ADMIN ID>>

[Mailing Date]

<<FullName>>

<<Address1>> <<Address2>>

<<City>> <<State>> <<Zip>>

Re: Settlement Payment from the *Heyman v. The Resort at Pelican Hill, LLC, et al.* Lawsuit

Dear <<FullName>>:

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Heyman v. The Resort at Pelican Hill, LLC, et al.*, Case No. 30-2020-01145518-CU-OE-CXC, Superior Court of California, County of Orange (the “Action”).

Ms. Heyman filed the Action against The Resort at Pelican Hill, LLC, Irvine Management Company, and The Irvine Company, LLC (“Defendants”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”) on behalf of the State of California and all “aggrieved employees” of Defendants for civil penalties for alleged wage and hour violations, including but not limited to: alleged unlawful business practices, alleged intentional interference with prospective economic advantage, conversion, alleged unjust enrichment, the alleged failure to pay minimum wages, overtime wages, provide compliant meal periods and rest breaks, pay meal and rest period premium payments, provide compliant itemized and accurate wage statements, timely and fully pay all wages during employment and upon termination, and reimburse necessary business expenses.

Defendants deny that they have done anything wrong or that they owe any wages or penalties. Defendants believe they have at all times complied with the Labor Code. The parties in this Action have agreed to resolve the case to avoid the uncertainty and expense of litigation, and as part of the settlement, Defendants agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the employees, with 75% of the settlement going to the State and the remaining 25% divided among the represented employees. As a result of this settlement, the State of California’s and your ability to seek penalties recoverable under the PAGA, for all of the claims ordered released by the Court and summarized above, have been released.

This settlement includes and applies to: all individuals who were employed by Irvine Management Company at The Resort at Pelican Hill in California and classified as non-exempt employees during the period from April 7, 2019 to January 2, 2024. You have been identified as a current or former employee to whom this settlement applies and who is included in this settlement. Enclosed is a check made out to you. The check represents your share of the settlement for PAGA civil penalties.

If you have any questions, you can view the public docket on the Court’s website at <https://www.occourts.org/online-services/case-access> by searching the case number, or you can contact the settlement administrator (whose contact information is at the top of this letter).

Sincerely,

[Claims Administrator]

EXHIBIT B

Billing Summary for 'Heyman, Mackenzie v. The Resort at Pelican Hill' Inception to 06/17/2024					
Timekeeper	Title	License Date	Hourly Rate (\$)	Hours	Amount (\$)
Caroline Dean (CJD)	Accounting Specialist		250	1.1	\$275.00
Gwendolyn Krause (GAK)	Accounting Supervisor		270	2.3	\$621.00
Joseph McKay (JXM)	Docketing Clerk		275	2	\$550.00
James Dion (JMD)	Staff Attorney	12/05/2017	850	33.8	\$28,730.00
Justin Proctor (JMP)	Staff Attorney	07/10/2017	825	49.3	\$40,672.50
Justin Quin (JPQ)	Legal Brief Writer	05/01/2017	850	26.9	\$22,865.00
Kathryn Penick (KTP)	Associate		680	2.6	\$1,768.00
Kristabel Sandoval (KXS)	Associate		775	19.8	\$15,345.00
Laurel Holmes (LNH)	Associate	01/16/2016	850	45.6	\$38,760.00
Michelle Lim (MSL)	Associate	06/01/2017	850	120.6	\$102,510.00
Ryan Bonner (RAB)	E-Discovery Manager	07/01/2015	900	88.7	\$79,830.00
Savannah Warner (SAW)	Associate		690	3.3	\$2,277.00
William Hogg (WMH)	Associate		775	21.6	\$16,740.00
Bradley Kopp (BJK)	Paralegal		450	13.2	\$5,940.00
Collin Hoover (CEH)	Paralegal		450	15.7	\$7,065.00
Eugene Huffman (ENH)	Paralegal		450	30.4	\$13,680.00
Linda Currid (LZC)	Law Clerk		300	3.8	\$1,140.00
Lonnie Christopher (LRC)	Docketing Specialist		325	6	\$1,950.00
Lourdes Castro (LEC)	Jr. Paralegal		450	4.9	\$2,205.00
Maria Alvarez (MTA)	Legal Assistant		325	0.5	\$162.50
Michael Garcia (MEG)	Docketing Specialist		325	2.1	\$682.50
Michaela Stewart (MLS)	Docketing Specialist		325	6.5	\$2,112.50
Nicole Shoener (NXS)	Law Clerk		450	7.2	\$3,240.00
Sarah King-Cash (SKC)	Law Clerk		450	10.1	\$4,545.00
Sarah Price (SQP)	Case Manager		500	2.4	\$1,200.00
Silvia Carter (SGC)	Paralegal		450	1.3	\$585.00
Tyler Smith (TBS)	Office Manager/Paralegal		500	1.4	\$700.00
Carolyn Cottrell (CMH)	Partner	12/13/1993	1295	0.7	\$906.50
David Leimbach (DCL)	Partner	12/01/2009	1155	4.6	\$5,313.00
Ori Edelstein (OXE)	Partner	12/01/2009	1155	30.9	\$35,689.50
			Totals:	559.3	\$438,060.00

EXHIBIT C

CASE COSTS

Heyman, Mackenzie v. The Resort

Matter No. 102053

Date: 04/10/24

DATE	VENDOR	DESCRIPTION	AMOUNT
03/30/2020	RELX Inc DBA LexisNexis	Period: 03/01/20 thru 03/31/20	\$ 4.51
04/24/2020	Neilson & MacRitchie	PNC - Mackenzie Heyman- Investigations - Split Unknown	\$ 290.00
05/31/2020	RELX Inc DBA LexisNexis	Period: 05/01/20 thru 05/31/20	\$ 14.89
06/29/2020	Superior Court of California Orange	Name Search	\$ 9.00
06/30/2020	Gordon, Scott L. (CA-HQ)	Court Fees / Filing Fees - Case Related:4/7/20 - PAGA Filing Fee - Heyman v. Resort	\$ 75.00
06/30/2020	One Legal LLC (Info Track)	Complaint,Civil Case Cover Sheet,Summons Issued and Filed	\$ 1,494.56
07/14/2020	One Legal LLC (Info Track)	FIRST AMENDED CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT CO	\$ 120.00
07/16/2020	One Legal LLC (Info Track)	Amended Complaint	\$ 12.20
07/16/2020	One Legal LLC (Info Track)	Summons Issued and Filed	\$ 12.20
07/17/2020	One Legal LLC (Info Track)	Summons Issued and Filed	\$ 12.20
07/21/2020	One Legal LLC (Info Track)	Summons Issued and Filed	\$ 65.00
07/22/2020	One Legal LLC (Info Track)	Proof of Service of 30-day Summons & Complaint - Personal,Proof of Service of 30day	\$ 12.20
07/22/2020	One Legal LLC (Info Track)	Company Serve - THE RESORT AT PELICAN HILL, LLC : Class Action Complaint, Fir	\$ 40.00
07/22/2020	One Legal LLC (Info Track)	Company Serve - IRVINE COMPANY, LLC. Class Action Complaint, First Amended C	\$ 40.00
07/22/2020	One Legal LLC (Info Track)	Company Serve - IRVINE MANAGEMENT COMPANY. Class Action Complaint, First A	\$ 40.00
07/31/2020	RELX Inc DBA LexisNexis	Period: 07/01/20 thru 07/31/20	\$ 2.45
08/31/2020	RELX Inc DBA LexisNexis	Period: 08/01/20 thru 08/31/20	\$ 3.66
09/14/2020	One Legal LLC (Info Track)	Opposition,Declaration in Support of Opposition,Declaration in Support of Opposition,P	\$ 14.20
09/30/2020	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/20 thru 09/30/20	\$ 2.49
10/05/2020	CourtCall, LLC (Paid by CC)	David C. Leimbach appearance fee	\$ 94.00
10/09/2020	Peggy N. Tsujimoto, CSR	Court Reporting for October 9, 2020 - Paid 100%,	\$ 450.00
11/06/2020	CourtCall, LLC (Paid by CC)	Motion	\$ 94.00
11/06/2020	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/20 thru 10/31/20	\$ 1.76
11/25/2020	Coalition Court Reporters	11/16/20 Transcripts - Witness: Motion - Santa Ana CX101 - No Split	\$ 309.50
12/02/2020	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/20 thru 11/30/20	\$ 0.48
01/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/20 thru 12/31/20	\$ 0.72
01/29/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/2021 - 01/31/2021	\$ 7.92
03/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/2021 - 02/28/2021	\$ 5.95
04/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/2021 - 03/31/2021	\$ 10.40
04/23/2021	Superior Court of California Orange	Jury Fee, Case No. 30-2020-01145518-CU-OE-CXC	\$ 150.00
05/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/2021 - 04/30/2021	\$ 8.26
06/02/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/2021 - 05/31/2021	\$ 7.54
07/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/2021 - 06/30/2021	\$ 7.03
07/21/2021	JAMS, Inc.	7/21/21 Arbitration Filing Fee - No Split	\$ 400.00
08/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/2021 - 07/31/2021	\$ 6.12
09/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/2021 - 08/31/2021	\$ 10.60
10/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/2021 - 09/30/2021	\$ 9.54
11/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/2021 - 10/31/2021	\$ 9.52
11/09/2021	One Legal LLC (Info Track)	Status Conference Statement - No Split	\$ 17.25
12/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/21 - 11/30/21	\$ 8.60

DATE	VENDOR	DESCRIPTION	AMOUNT
12/31/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/21 - 12/31/21	\$ 14.70
01/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/22 - 01/31/22	\$ 7.92
02/28/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/22 - 02/22/22	\$ 7.37
03/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/22 - 03/31/22	\$ 5.16
04/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/22 - 04/30/22	\$ 10.26
05/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/22 - 05/31/22	\$ 9.50
06/08/2022	One Legal LLC (Info Track)	Status Conference Statement	\$ 21.75
06/13/2022	One Legal LLC (Info Track)	Notice of Remote Appearance	\$ 19.75
06/15/2022	Superior Court of California Orange	Heyman, Mackenzie v. The Resort - Document Download	\$ 7.50
06/22/2022	Superior Court of California Orange	- Heyman, Mackenzie v. The Resort	\$ 7.50
06/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/22 - 06/30/22	\$ 10.40
07/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/22 - 07/31/22	\$ 169.53
08/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/22 - 08/31/22	\$ 19.80
09/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/22 - 09/30/22	\$ 5.80
10/12/2022	Superior Court of California Orange	- Heyman, Mackenzie v. The Resort - Download Notice of Case Reassignment	\$ 7.50
11/10/2022	One Legal LLC (Info Track)	eFiling - Joint Statement	\$ 21.75
11/23/2022	Superior Court of California Orange	Heyman, Mackenzie v. The Resort- document download	\$ 7.50
02/16/2023	Veritext (Western Region)	02/02/23 Depo - Mackenzie Heyman - Certified Transcript	\$ 999.95
04/05/2023	Steve Pearl Mediation P.C.	5/17/23 - Mediation Fees	\$ 7,500.00
05/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/23 - 05/31/23	\$ 37.33
07/29/2023	Superior Court of California Los Angeles	Document Download	\$ 6.40
07/31/2023	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - 07/01/23 - 07/31/23	\$ 8.12
08/09/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Status Conference Statement	\$ 20.20
08/09/2023	Superior Court of California Orange	Download Minute Order on Motion to Compel Arbitration - ID CIVIL55746243	\$ 7.50
08/21/2023	Steven J Rottman LLC	01/02/24 Mediation Fee	\$ 14,000.00
08/30/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Opposition	\$ 21.20
11/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/23 - 11/30/23	\$ 2.43
12/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/23 - 12/31/23	\$ 21.51
02/03/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/24- 01/31/24	\$ 60.99
02/29/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/24- 02/29/24	\$ 140.90
04/10/2024	SWCK	Copies and Printing from Shared Printing (2021-Present)	\$ 0.75
TOTAL COSTS			\$ 27,054.72