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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

LILLIA HUPP, ERIC BROWN, PHILIP URIBE,
PATRICIA NWAJEL, ANEESAH WADOOD,
BRIAN MATSUMOTO, LORI JELENICKI,
MICHELLE MIDDLETON, PAULA GARCIA,
KRISTA GODINEZ, COURTLAND GEOFFREY
MILLER, KELLY RIORDAN, GABRIEL
BATCHELDER, ANGELA HANKINS, ANNA
ACOSTA, and TAWANA ROSE MERAZ-PILANA-
MANAGE, on behalf of the State of California, as
private attorney generals,

Plaintiffs,

v.

ARTHUR J. GALLAGHER SERVICE COMPANY,
a Delaware corporation; GALLAGHER BASSETT
SERVICES, INC., a Delaware corporation;
ARTHUR J. GALLAGHER & CO. (ILLINOIS), an
Illinois corporation; ARTHUR J GALLAGHER &
CO. INSURANCE BROKERS OF CALIFORNIA,
INC., a California corporation; ARTHUR J.
GALLAGHER RISK MANAGEMENT SERVICES,
INC., an Illinois corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No. 30-2020-01145295-CU-OE-CXC

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION TO APPROVE PAGA
SETTLEMENT**

Hearing Date: July 15, 2021
Hearing Time: 2:00 p.m.

Judge: Hon. Peter Wilson
Dept.: CX 102

Complaint Filed: June 29, 2020

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De
3 Blouw LLP, attorneys for Plaintiffs Lillia Hupp, Eric Brown, Philip Uribe, Patricia Nwajei,
4 Aneesah Wadood, Brian Matsumoto, Lori Jelenicki, Michelle Middleton, Paula Garcia,
5 Krista Godinez, Courtland Geoffrey Miller, Kelly Riordan, Gabriel Batchelder, Angela
6 Hawkins, Anna Acosta, and Tawana Rose Meraz-Pilana-Manage (“Plaintiffs”). As such, I
7 am fully familiar with the facts, pleadings and history of this matter. I am submitting this
8 declaration in support of the Motion to Approve PAGA Settlement by Plaintiffs in this
9 matter. The following facts are within my own personal knowledge, and if called as a
10 witness, I could and would testify competently to the matters stated herein.

11 2. A true and correct copy of the fully executed Settlement Agreement
12 (“Settlement Agreement”) with Defendants Arthur J. Gallagher Service Company, Gallagher
13 Bassett Services, Inc., Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co.
14 Insurance Brokers of California, Inc., and Arthur J. Gallagher Risk Management Services,
15 Inc. (“Defendants”) is attached as Exhibit #1. A proposed order approving the PAGA
16 settlement is submitted herewith.

17 3. Defendants in the *Garcia* and *Hupp* Actions thereafter agreed to
18 mediate with Hon. Carl J. West (Ret.). Prior to the mediation, Defendants provided
19 Plaintiffs in the *Garcia* and *Hupp* Actions with the number of allegedly aggrieved employees
20 during the relevant time period, and the corresponding number of pay periods where the
21 employees worked at least one shift during a pay period, so that Plaintiffs could evaluate the
22 potential value of the claims. The Parties also exchanged anticipated arguments, defenses,
23 and analysis in connection with the mediation. On November 11, 2020, the Parties engaged
24 in an all-day mediation session before Mediator West, a respected and experienced mediator
25 knowledgeable of both the wage and hour laws and representative claims at issue in this
26 action. On November 18, 2020, the Parties engaged in a second mediation session before
27 Joel Grossman, another respected and experienced mediator with knowledge of wage and
28 hour and representative actions. Through arms-length negotiations with the assistance of

1 Mediator West, the Parties reached an agreement to settle the PAGA claims in the *Garcia*
2 and *Hupp* Actions which led to the signing of a Memorandum of Understanding
3 memorializing the settlement.¹ The settlement was negotiated in light of all known facts and
4 circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs
5 not being able to maintain representative claims, the difficulty of proving Plaintiffs’ claims
6 in a manageable trial, the merits of Defendants’ potential defenses, and the significant delay
7 and potential appellate issues inherent to litigation – and was reached after extensive arm’s
8 length negotiations, with the assistance of Mediator West.

9 4. The claim before this court is the representative claim under PAGA on behalf
10 of the State of California for civil penalties pursuant to the PAGA. The Parties have agreed
11 to settle this PAGA claim in its entirety after the informal exchange of pre-mediation
12 information and arm’s length mediation. The Settlement Agreement negotiated by the
13 Parties provides for a “Gross PAGA Settlement Amount” payment in the amount of
14 \$700,000 to resolve the PAGA Claims (hereinafter referred to as the “PAGA Settlement”).
15 From this PAGA Settlement of \$700,000, there is a deduction of attorneys’ fees in the
16 amount of \$233,334 (which is one-third of the PAGA Settlement), reimbursement of
17 Attorney’s Expenses in an amount not to exceed \$25,000, and Settlement Administration
18 Costs not to exceed \$7,500. (Settlement Agreement at §III, ¶27 (b),(c)).² After these
19 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be
20 \$434,166. Of the PAGA Payment amount, seventy-five percent (75%) will be paid to the
21 LWDA and the remaining twenty-five percent (25%) will be paid to the alleged Aggrieved

22 ¹ As part of the settlement and in addition to the Gross PAGA Settlement Amount, Defendants have
23 agreed to separately settle Plaintiffs’ individual claims which are set forth in separate, stand-alone
24 confidential settlement agreements in exchange for each individual Plaintiff’s general release of all
25 known and unknown claims of any type whatsoever they may have against Defendants, including a
waiver of any unknown claims pursuant to California Civil Code section 1542. Settlement
Agreement at §III, ¶29.

26 ² If payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys’ Fees or
27 \$25,000 in Attorneys’ Expenses to PAGA Counsel is approved, the unawarded difference will be
28 added to the PAGA Payment and shall not revert to PAGA Counsel or the Defendants. The payment
of Attorneys’ Fees shall be made 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and
40% to Whitehead Employment Law. (Settlement Agreement at § I(14)).

1 Employees (“Individual PAGA Payment”). (Settlement Agreement at §III, ¶27(a)(1)).
2 “Aggrieved Employees” means all current and former allegedly aggrieved individuals who
3 were employed by Defendants Gallagher Bassett Services, Inc., Arthur J. Gallagher Service
4 Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers
5 of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. as Claims
6 Adjusters and/or Senior Claims Adjusters (collectively “Claims Adjusters”) in California and
7 were classified as exempt while in the Claims Adjuster position at any time from February 7,
8 2019 to December 31, 2020. (Settlement Agreement at § III(27)(b)). The Individual PAGA
9 Payment for each Aggrieved Employee shall be based on the number of pay periods each
10 Aggrieved Employee worked during the PAGA Period as a Claims Adjuster while classified
11 as exempt in California as a percentage of the total pay periods worked by all alleged
12 Aggrieved Employees during the PAGA Period as Claims Adjusters who are classified as
13 exempt in California. (Settlement Agreement at § I(8)) The PAGA Period is the time period
14 from February 7, 2019 through December 31, 2020. (Settlement Agreement at § I(14)).
15 Defendant represented to Plaintiff’s Counsel the number of workweeks and Aggrieved
16 Employees. Defendants represented to Plaintiffs’ Counsel the number of pay periods and
17 Aggrieved Employees. Defendants have represented that the Aggrieved Employees consist
18 of approximately 371 employees who collectively worked approximately 11,968 pay periods
19 during the PAGA Period as Claims Adjusters who were classified as exempt in California as
20 of December 15, 2020. The PAGA Released Claims include any and all claims, known or
21 unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that:
22 were asserted in any complaint filed, or to be filed, in the *Garcia* Action and/or *Hupp* Action
23 and/or Plaintiffs’ letters to the LWDA (including any subsequently amended complaints or
24 letters); and/or that could have been asserted in any complaint filed, or to be filed, in the
25 *Garcia* Action and/or *Hupp* Action based on the facts and/or allegations in any complaint
26 filed in the *Garcia* Action and/or *Hupp* Action and/or Plaintiffs’ letters to the LWDA
27 (including any subsequently amended complaints or letters). This release only applies to
28 PAGA claims that arose during the PAGA Period and includes claims for PAGA civil

1 penalties premised on: California Labor Code Sections 200-204, 210, 218, 218.5, 226, 226.7,
2 510, 512, 558, 1174, 1194, 1198, and 2802; failure to pay wages and overtime; failure to pay
3 for all hours worked/compensation due for services; off-the-clock work; failure to provide
4 meal periods; failure to authorize and permit rest periods; failure to pay meal or rest period
5 premiums; failure to maintain accurate payroll records; failure to provide accurate itemized
6 wage statements; failure to reimburse business expenses; and failure to timely pay wages at
7 termination (“PAGA Released Claims”). (Settlement Agreement at § III(28)). This release
8 as to the State of California and Aggrieved Employees only covers claims that arise under
9 the PAGA and does not cover an aggrieved employee’s individual Labor Code claims. The
10 PAGA Released Claims expressly exclude claims for vested benefits, wrongful termination,
11 unemployment insurance, disability, social security, workers’ compensation, class claims,
12 and PAGA claims outside of the PAGA Period. Any class claims will be dismissed without
13 prejudice. (*Id.*).

14 5. Attorneys’ fees equal to one-third of the PAGA Settlement amount (\$233,334)
15 and litigation expenses in an amount not to exceed \$25,000 will also be paid to Plaintiffs’
16 Counsel as part of the settlement in accordance with California Labor Code § 2699(g)(1) as
17 set forth in the Settlement Agreement. A payment to the Settlement Administrator in an
18 amount not to exceed \$7,500 to perform the administrative duties to distribute the settlement
19 money shall also be paid.

20 6. As experienced counsel, we believe that the PAGA Settlement is fair and
21 reasonable and therefore should be approved in light of Defendant's potential defenses to the
22 violations at issue, the risks and costs of continued litigation. The Labor and Workforce
23 Development Agency has released data on PAGA settlement amounts. After removing the
24 outliers at the low and high end, the average, total settlement amount of PAGA claims is
25 approximately \$10,000. Here, the PAGA Settlement amount of \$700,000 is significantly
26 more and constitutes approximately \$59 per pay period. This PAGA Settlement amount
27 compares favorably to the estimated amount of PAGA penalties. With the assistance of an
28 expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was

1 potentially \$1,108,800 for 357 employees based on 11,088 pay periods (these are the
2 estimated numbers of allegedly aggrieved employees and pay periods relied on at
3 mediation).³ Importantly, however, these calculations were performed at the maximum
4 statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be
5 at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser
6 amount than the maximum civil penalty if based on the facts and circumstances to do
7 otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."
8 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed
9 a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
10 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs'
11 calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of \$5 per pay
12 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would
13 be only \$59,840.00, which is less than this settlement provides.

14 7. The primary claims in this PAGA action are based upon Defendants' policies
15 and practices that allegedly misclassified employees as exempt. Defendants maintain that
16 Plaintiffs were not misclassified and the Aggrieved Employees were properly compensated,
17 and that they did not violate the Labor Code as to any of them. Accordingly, Defendants
18 dispute and deny Plaintiffs' allegations and claims asserted in the operative complaint which
19 are resolved by the Settlement Agreement. Defendants asserted additional defenses to the
20 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants
21 could argue that no penalties prior to the PAGA notification should be awarded because the
22 violations were not intentional, and at least one Court has so ruled. These defenses present a
23 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may
24 not be awarded. Given Defendants' potential defenses to the violations at issue, the risks and
25

26 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$1,108,800 is the civil penalty amount without stacking. If stacking is permitted,
28 then the valuation increases with each additional penalty added to each pay period. Plaintiffs,
however, are not aware of any PAGA award which permitted stacking and in the cases cited herein,
only one penalty per pay period was assessed.

1 costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement
2 is fair and reasonable. The PAGA Settlement, along with the other terms of the proposed
3 settlement, were negotiated by experienced counsel at arm's length with the assistance of an
4 experienced private mediator, Hon. Carl J. West (Ret.). As set forth in the accompanying
5 proof of service, the LWDA has been provided notice of this motion and the PAGA
6 settlement. The decision of the LWDA to accept the PAGA settlement and not oppose the
7 motion should be given considerable weight. This is not a situation where the Court needs to
8 be concerned about the rights of absent employees as in a class settlement, as this PAGA-
9 only settlement does not release the individual claims of absent employees, and the LWDA
10 is a sophisticated government entity that is more than able to look out for its own rights.

11 8. Plaintiffs' Counsel seeks approval of attorneys' fees from the PAGA
12 settlement in the amount of \$233,334 representing one-third of the \$700,000 PAGA
13 Settlement Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under
14 the Settlement Agreement is supported by several factors. First, the requested fees are
15 justified by the result achieved. Plaintiffs' Counsel negotiated a recovery of \$700,000, and
16 this result justifies the requested fees equal to one-third of this recovery. This percentage is
17 within the standard contingent recovery percentage of one-third, and this percentage is what
18 was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
19 480, 504, (2016). Second, the fee award is justified by the work performed. As detailed in
20 the Declaration of Jacob Whitehead at ¶ 21 and below, the requested fee award is equivalent
21 to Plaintiffs' Counsels' current combined lodestar of \$221,384.50, with significant additional
22 work to be performed such that the multiplier will ultimately be less than 1 (i.e. a negative
23 multiplier). Third, consideration of the enhancement factors justify the enhancement of the
24 lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment,
25 delay in payment, the quality of work, and the novelty and difficulty of the issues involved.
26 As detailed in the accompanying billing statement, a true and correct copy of which is
27 attached hereto as Exhibit #2, the current lodestar for my firm in this matter as of June 7,
28 2021 is \$156,954.50 for more than 265 hours of work prosecuting the claims being resolved

1 by this Settlement. This time does not include my time on this motion incurred on June 7,
2 2021 after the billing was finalized and the time spent managing the completion of the
3 settlement, which I estimate will add \$20,000 in additional lodestar.

4 9. The award of litigation expenses is based upon the actual expenses incurred by
5 Plaintiffs and Plaintiffs' Counsel, which currently are \$17,891.17. Under the Settlement
6 Agreement, Plaintiffs' Counsel will be recovering litigation expenses in the total amount of
7 \$17,891.17 which is less than the \$25,000 allocation for costs in the Settlement Agreement,
8 so the difference of \$7,108.83 will be added to the PAGA Payment amount. This amount
9 consists of \$7,974.86 in expenses incurred by Whitehead Employment Law and the expenses
10 incurred by my firm in the amount of \$9,916.31. The litigation expenses incurred by my
11 firm in the amount of \$9,916.31 were all reasonably necessary to the litigation, and are
12 detailed in Exhibit #2 attached hereto.

13 14 Experience and Qualifications

15 10. I have represented hundreds of thousands of employees in hundreds of legal
16 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
17 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the
18 prosecution of wage and hour class action and PAGA action matters. The attorneys at
19 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in
20 hundreds of contested motions for class certification including many consolidated wage and
21 hour matters.

22 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
23 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*
24 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug
25 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs
26 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the
27 substantive rights of the State of California under the California Private Attorney General
28 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on

1 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.
2 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted
3 appellate work on the subject of class actions in the California Court of Appeals resulting in
4 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
5 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
6 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
7 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In
8 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
9 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
10 Labor & Employment Attorney 2016.

11 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
12 hundreds of PAGA claims. In particular, in the last few years Blumenthal Nordrehaug
13 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
14 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
15 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
16 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
17 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
18 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
19 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
20 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
21 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
22 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
23 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
24 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
25 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
26 Francisco Case No. CGC-18-566072); and, Easy Driving School in the amount of \$896,000
27 (*Thomas v. Easy Driving School*, Superior Court fo the County of San Diego Case No. 37-
28 2018-00047639). Based upon our significant experience litigating claims for PAGA

1 penalties, the opinion of experience counsel is that this is an excellent settlement and the
2 PAGA Payment here is greater on a per pay period basis than similar settlements that
3 Plaintiff's Counsel has negotiated and courts have approved.

4 (c) Then Chief Judge Irma Gonzales in a consolidated class action
5 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
6 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
7 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
8 Examples of other contested actions where class certification was granted Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
10 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
11 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
12 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
13 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
14 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
15 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
16 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
17 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
18 examples of heavily contested State Court wage and hour class actions where class
19 certification was obtained and BNBD was appointed lead class counsel include *El Pollo*
20 *Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30,
21 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court
22 Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior
23 Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County
24 Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San
25 Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling*
26 *Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept.
27 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010);
28 *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

1 (c) Over the course of the litigation, a number of attorneys in my firm have
2 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
3 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as
4 Exhibit #3. Some of the major cases our firm has undertaken are also set forth in Exhibit #3.
5 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De
6 Blouw LLP have had extensive representative and class litigation experience, much of it in
7 the area of consumer class actions, employment class actions, securities litigation, unfair
8 business practices and other complex litigation. The attorneys at my firm have extensive
9 experience in cases involving labor code violations and overtime claims. Class Counsel has
10 litigated similar wage and hour cases against other employers on behalf of employees,
11 including cases against El Pollo Loco, Automobile Association, Marriott, Total Renal,
12 Solarcity, Penske, Universal Protection Services, Panda Express, Redfin, Instacart, Verizon,
13 Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner, and California State
14 Automobile Association. It is this level of experience which enabled the firm to undertake
15 the instant matter and to successfully combat the resources of the defendants and their
16 capable and experienced counsel. On account of the concerted and dedicated effort this case
17 required in order to properly handle and prosecute, Class Counsel were precluded from
18 taking other cases, and in fact, had to turn away other potential fee generating cases.

19 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
20 are as follows: Partner Attorneys from \$495 to \$795, Associate Attorneys from \$475 to
21 \$575, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
22 prevailing rates of attorneys in the local legal community for similar work and, if this were a
23 commercial matter, these are the charges that would be made and presented to the client.
24 These hourly rates have been approved by Court's throughout California, including the
25 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
26 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
27 line with those prevailing in the [relevant] community'—the Central District of California".
28 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by

1 comparing such rates with the rates of comparable counsel practicing complex and class
2 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
3 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
4 that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
5 average associate billing rate” are reasonable rates when compared within 21 other firms
6 practicing in the Southern District of California.) This survey is useful to show that Class
7 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes
8 these types of class claims, such as Mayer Brown noted above who is defense counsel in
9 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
10 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
11 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
12 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
13 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
14 the rates charged by my firm for comparable work are less than these examples, and are
15 therefore undoubtedly reasonable.

16 13. Related Cases - I am not aware of any other PAGA cases other than the *Hupp*
17 and *Garcia* actions which would be impacted by this settlement, and the *Garcia* action has
18 been dismissed and Garcia was added to this instant *Hupp* Action. I have reviewed the
19 LWDA database and did not find any other pending PAGA actions against the Defendants.

20 14. LWDA - The PAGA Notices sent to the LWDA are attached to the Second
21 Amended Complaint as Exhibits 1, 2 and 3. In addition, the LWDA is being served with this
22 motion which includes the Settlement Agreement.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct. Executed this 7th day of June, 2021, at San Diego, California.

25
26 /s/ Kyle Nordrehaug
27 Kyle Nordrehaug
28

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiffs Paula Garcia, Krista Godinez, Courtland Geoffrey Miller, Lillia Hupp, Eric Brown, Philip Uribe, Brian Matsumoto, Aneesah Wadood, Michelle M. Middleton, Lori Jeleniki, Patricia Nwajai, Kelly Riordan, Gabriel Batchelder, Angela Hankins, Anna Acosta, and Tawana Rose Meraz-Pilana-Manage (“Plaintiffs”) acting in their private attorney general capacity, and Defendants Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. (“Defendants”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Actions” means the actions entitled *Garcia vs. Gallagher Bassett Services, Inc.*, San Bernardino Superior Court Case No. CIVDS2004140 (“*Garcia Action*”) and *Hupp, et al. vs. Arthur J. Gallagher Service Company, et al.*, Orange County Superior Court Case No. 30-2020-01145295-CU-OE-CXC (“*Hupp Action*”).
2. “Aggrieved Employees” means all current and former allegedly aggrieved individuals who were employed by Defendants Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. as Claims Adjusters and/or Senior Claims Adjusters (collectively “Claims Adjusters”) in California and were classified as exempt while in the Claims Adjuster position at any time from February 7, 2019 to December 31, 2020. The Aggrieved Employees are estimated to consist of 371 individuals as of December 15, 2020.
3. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees that Defendants will in good faith compile from their Human Resources electronic records and provide only to the Settlement Administrator in a secure manner on a confidential basis. The Aggrieved Employee List shall include Aggrieved Employees’ full names, social security numbers, last known mailing addresses to the extent available in Defendants’ electronic business records, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the PAGA period.
4. “Consolidated Actions” means the PAGA causes of action asserted in the *Hupp Action* and/or the *Garcia Action*, as set forth in the Second Amended Representative Action Complaint to be filed in the *Hupp Action*.
5. “Court” means the Superior Court of California, County of Orange.

6. “Effective Date” of this settlement is (1) 30 days after the date on which the Court signs the order approving this Settlement Agreement and enters judgment, if no appeal is filed, and if an appeal is filed, the date on which the Court of Appeals or Supreme Court renders a final judgment affirming the trial court’s approval; and (2) after Defendants have received fully executed Individual Settlement Agreements from all the Plaintiffs.

7. “Gross PAGA Settlement Amount” means the total sum of \$700,000 for payment of the Administration Costs, Attorneys’ Fees, Attorneys’ Expenses, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendants.

8. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of 25% of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a Claims Adjuster while classified as exempt in California as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period as Claims Adjusters who are classified as exempt in California. One hundred percent (100%) of all Individual PAGA Payments is for payment of penalties, and Aggrieved Employees will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes that are due as a result of their Individual PAGA Payments. If any of the Plaintiffs revoke their waiver of claims arising pursuant to the ADEA, they will receive 50 percent of their Individual PAGA Payment (and Individual Settlement Amount).

9. “LWDA” means the California Labor Workforce Development Agency.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*

11. “PAGA Approval Date” means the date that the Court signs the order and enters judgment approving the settlement of the Actions.

12. “PAGA Counsel” mean the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Whitehead Employment Law.

13. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses, and the Administration Costs. The PAGA Payment shall be allocated under Labor Code section 2699 with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved Employees.

14. “PAGA Period” means the time period from February 7, 2019 through December 31, 2020.

15. “Parties” means Plaintiffs Paula Garcia, Krista Godinez, Courtland Geoffrey Miller, Lillia Hupp, Eric Brown, Philip Uribe, Brian Matsumoto, Aneesah Wadood, Michelle M. Middleton, Lori Jeleniki, Patricia Nwajai, Kelly Riordan, Gabriel Batchelder, Angela Hankins, Anna Acosta, and Tawana Rose Meraz-Pilana-Manage and Defendants Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois),

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. collectively, and “Party” shall mean either Plaintiffs or Defendants, individually.

16. “Released Parties” means Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. and any of their current or former parent, subsidiary, or affiliate entities, and each of their owners, agents, officers, directors, employees, stockholders, members, managers, attorneys, partners, predecessors and successors in interest, insurers, and assigns of the foregoing.

17. “Settlement Administrator” means Simpluris.

II. RECITALS

17. On February 7, 2020, Plaintiff Paula Garcia filed a putative Class Action Complaint in San Bernardino County Superior Court (*Paula Garcia v. Gallagher Bassett Services, Inc.*, Case No. CIVDS2004140) alleging seven causes of action against Defendant Gallagher Bassett Services, Inc. for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) Failure to Pay Overtime Compensation in Violation of Cal. Lab. Code §§ 510, 1994 and 1198, *et seq.*; (3) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (4) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (6) Failure to Provide Wages When Due in Violation of Cal. Labor Code §§ 201, 202 and 203; and, (7) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

18. On May 29, 2020, Plaintiff Paula Garcia filed a First Amended Representative Action Complaint (“FAC”) in the *Garcia* Action for Defendant’s alleged violation of the PAGA. Plaintiff Garcia’s FAC alleges a single cause of action for civil penalties pursuant to California Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558(a)(1)(2), 1194, and 1198.

19. On June 29, 2020, Plaintiffs Lillia Hupp, Eric Brown and Philip Uribe filed a putative Class Action Complaint in Orange County Superior Court (*Hupp et al. v. Arthur J. Gallagher Service Company, et al.*; Case No. 30-2020-01145295-CU-OE-CXC) alleging eight causes of action against Defendants for: (1) Failure to Provide Meal Periods In Violation of Labor Code §§ 226.7, 512, and 1198, and IWC Wage Order No. 4-2001; (2) Failure To Provide Rest Periods In Violation of Labor Code §§ 226.7 and 1198, and IWC Wage Order No. 4-2001; (3) Failure to Maintain Accurate Payroll Records In Violation of Labor Code § 1174; (4) Failure to Provide Accurate Itemized Wage Statements In Violation of Labor Code § 226; (5) Failure To Reimburse Business Expenses In Violation of Labor Code § 2802; (6) Failure to Timely Pay Wages Twice Monthly In Violation of Labor Code § 204; (7) Failure To Timely Pay Final Wages Upon Discharge Or Quit In Violation of Labor Code §§ 201-202; and (8) Unfair Business Practices In Violation of Business & Professions Code § 17200 *et seq.*

20. On July 29, 2020, Plaintiffs Lillia Hupp, Eric Brown and Philip Uribe filed a First Amended Class Action Complaint in the *Hupp* Action adding a cause of action for Violation of the Private Attorneys General Act of 2004 (Labor Code §§ 2698 *et seq.*) and adding Plaintiffs Patricia Nwajai, Aneesah Wadood, Brian Matsumoto, Lori Jelenicki, and Michelle Middleton.

21. On November 11, 2020, the Parties engaged in a mediation session before mediator Hon. Carl J. West (Ret.). Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Actions which led to the signing of a Memorandum of Understanding. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Actions pursuant to this Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

23. Non-Admission. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendants or any of the other Released Parties of any liability, culpability, negligence, or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendants or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendants or any other Released Party, Plaintiffs or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants or any other Released Party of any violation of any federal, state, or local law,

statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Actions or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

24. Procedure. On or before five business days after this Agreement is signed by all parties, Plaintiff Hupp will file a stipulated motion requesting to file a Second Amended Representative Action Complaint in the *Hupp* Action adding as Plaintiffs Paula Garcia, Krista Godinez, Courtland Geoffrey Miller, Kelly Riordan, Gabriel Batchelder, Angela Hankins, Anna Acosta and Tawana Rose Meraz-Pilana-Manage, asserting a claim for PAGA penalties based on any and/or all facts and California Labor Code provisions asserted in the *Hupp* Action and/or the *Garcia* Action, and requesting to stay the case. On or before five business days after the Court grants Plaintiff Hupp's motion to file a Second Amended Representative Action Complaint, Plaintiff Garcia will dismiss the *Garcia* Action without prejudice. The Consolidated Actions will then proceed before the Court in the Orange County Superior Court, Case No. 30-2020-01145295-CU-OE-CXC, as the *Hupp* Action, where the Parties agree to seek approval of this Settlement.

25. Timing. Within fifteen (15) calendar days after the Effective Date of this settlement, Defendants shall pay to the Settlement Administrator \$700,000 as the Gross PAGA Settlement Amount and provide the Aggrieved Employee List to the Settlement Administrator..

26. PAGA Demographics. Defendants have represented that the Aggrieved Employees consist of approximately 371 employees who collectively worked 11,968 pay periods during the PAGA Period as Claims Adjusters who were classified as exempt in California as of December 15, 2020. Defendants will provide PAGA Counsel a declaration under oath as to the number of Aggrieved Employees and pay periods worked by the Aggrieved Employees during the PAGA Period as Claims Adjusters who were classified as exempt in California prior to the filing of the motion for approval of the PAGA settlement.

27. Payments From the Gross PAGA Settlement Amount. The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

a. PAGA Payment: The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses and the Administration Costs, which shall be paid in full settlement of the PAGA Released Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) One Hundred Percent (100%) of the PAGA Payment shall be paid

as a Labor Code section 2699 payment with 75% of this amount being paid to the LWDA and 25% being paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a Claims Adjuster while classified as exempt in California as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period as Claims Adjusters who were classified as exempt in California.

- (2) The penalty settlement payments set forth in section 4(a)(1) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as penalties. None are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendants are not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.
- (3) If any of the Plaintiffs revoke their waiver of claims arising pursuant to the ADEA, they will receive 50 percent of their Individual PAGA Payment (and Individual Settlement Amount).

b. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently \$233,334, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to Twenty-Five Thousand Dollars \$25,000 shall be paid to PAGA Counsel for Attorneys' Expenses as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendants shall not oppose Plaintiffs' request for Attorneys' Fees and Attorneys' Expenses in these amounts. If Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$25,000 in Attorneys' Expenses to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and shall not revert to PAGA Counsel or the Defendants. Attorneys' Fees and Attorneys' Expenses will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each Party shall bear their own costs and fees of the Actions. The payment of Attorneys' Fees shall be made 60% to Blumenthal, Nordrehaug Bhowmik De Blouw LLP and 40% to Whitehead Employment Law. The Attorneys' Expenses shall be allocated based upon the costs incurred by each PAGA Counsel as set forth in their declarations for the approval of costs.

c. Administration Costs: The Settlement Administrator is Simpluris. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$7,500. If Court approval of these payments is required and a payment of less than \$7,500 is approved, or if the actual cost to administer the settlement is less than \$7,500, the difference will be added to the PAGA Payment.

28. PAGA Released Claims. The PAGA release includes all current and former allegedly Aggrieved Employees who worked for Defendants in California as Claims Adjusters and/or Senior Claims Adjusters who were classified as exempt in California at any time during the PAGA Period (February 7, 2019 through December 31, 2020). The release shall include any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any complaint filed, or to be filed, in the *Garcia* Action and/or *Hupp* Action and/or Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or that could have been asserted in any complaint filed, or to be filed, in the *Garcia* Action and/or *Hupp* Action based on the facts and/or allegations in any complaint filed in the *Garcia* Action and/or *Hupp* Action and/or Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This release only applies to PAGA claims that arose during the PAGA Period and includes claims for PAGA civil penalties premised on: California Labor Code Sections 200-204, 210, 218, 218.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1198, and 2802; failure to pay wages and overtime; failure to pay for all hours worked/compensation due for services; off-the-clock work; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay meal or rest period premiums; failure to maintain accurate payroll records; failure to provide accurate itemized wage statements; failure to reimburse business expenses; and failure to timely pay wages at termination ("PAGA Released Claims"). This release as to the State of California and Aggrieved Employees only covers claims that arise under the Private Attorneys General Act and does not cover an aggrieved employee's individual Labor Code claims. The PAGA Released Claims expressly exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA Period. Any class claims will be dismissed without prejudice.

29. Individual Settlements. As part of this Settlement, and in addition to the Gross PAGA Settlement Amount, Defendants have agreed to pay Plaintiffs' additional settlement payments pursuant to separate, stand-alone confidential settlement agreements ("Individual Settlement Agreements") in exchange for each individual Plaintiff's general release of all known and unknown claims of any type whatsoever they may have against Defendants, including a waiver of any unknown claims pursuant to California Civil Code section 1542 ("Individual Settlements"). The additional releases will include, but will not be limited to, a release of all claims under the Fair Employment and Housing Act, Family and Medical Leave Act, Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, California Business and Professions Code, Fair Labor Standards Act, violation of the California Labor Code (including the Private Attorneys General Act), and the United States and California constitutions. These releases will also include a release of any and all claims, known or unknown, contingent or accrued arising out of any act or event that occurred prior to execution of the release, including a California Civil Code Section 1542 waiver. These releases will include confidentiality provisions. Pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, *et seq.* ("ADEA"), the Plaintiffs specifically acknowledge that they are voluntarily waiving all rights and claims they may have against Defendants pursuant to the ADEA. If any of these individuals revoke their waiver of claims arising pursuant to the ADEA, they will receive 50 percent of their Individual PAGA Payment and Individual Settlement Amounts. A redacted draft of the Individual Settlement Agreements to which the Parties have agreed is attached hereto as Exhibit #1.

a. The Individual Settlement Agreements shall be signed by each individual Plaintiff and his/her counsel within seven (7) calendar days after the Court signs the order approving this Settlement Agreement and enters judgment.

b. Attorneys' fees of one-third of the Individual Settlements will be paid to PAGA Counsel (the "Individual Settlement Attorneys' Fees").

c. PAGA Counsel represent they do not and have not represented any other current or former employee of Defendants, who may or may not be part of the settlement group. The Individual Settlements will cover all of PAGA Counsels' clients' individual claims. The employer's share of payroll taxes shall not be paid from the Individual Settlement Amounts and will remain the sole responsibility of the Defendants.

30. Covenants and Representations by Plaintiffs and PAGA Counsel.

a. Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiffs acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Plaintiffs further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiffs further agree to seek a judgment in the Consolidated Actions on the PAGA Released Claims.

31. Court Approval of the PAGA Payment. Subject to Defendants' review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed judgment ("Motion"). PAGA Counsel will provide Defendants' counsel with an opportunity for review and comments at least five business days before filing the Motion. The Motion shall also be served on the LWDA when filed with the Court. PAGA Counsel shall also submit this Agreement with the LWDA, pursuant to Labor Code Section 2699(1)(2).

32. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof

to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

32. After the execution of this Settlement Agreement, Plaintiffs shall file the Motion and will submit the Motion and this Settlement Agreement on the LWDA consistent with Labor Code § 2699(1)(2).

33. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$7,500. Defendants will provide the Aggrieved Employee List to the Settlement Administrator within fifteen (15) calendar days after the Effective Date.

34. Within fifteen (15) calendar days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be substantively in the form attached hereto as Exhibit #2. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the California Controller's Unclaimed Property Fund for the benefit of those Aggrieved Employees who failed to negotiate their check where they may claim the funds. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

35. Within fifteen (15) calendar days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses, the Administration Costs, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount.

36. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

37. Defendants make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

38. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

39. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiffs or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of their benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

40. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

41. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Actions and Plaintiffs' claims, except as otherwise set forth specifically herein.

42. Authority. Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiffs represent and warrant that they have the capacity to act on their own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this Settlement Agreement.

43. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Orange County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Orange.

44. Complete Agreement. The Parties acknowledge and represent that this Settlement

Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

45. Nullification of Settlement Agreement. If: (i) the Court does not approve the settlement of the Consolidated Actions as provided herein; or (ii) the settlement of the Consolidated Actions does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

46. Judgment and Continued Jurisdiction. After approval of this settlement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

47. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement of the Consolidated Actions. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the Consolidated Actions, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the mediator to resolve such disagreement.

48. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

49. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

50. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest

extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

51. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

52. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

54. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

55. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

56. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

57. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or an admission or concession regarding the validity of the claims in the Actions. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule

or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

58. No Admission of Liability or Wrongdoing by Defendants. Defendants contend that all of its employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendants have denied, and continue to deny, each of the claims and contentions alleged in the Actions. Defendants have asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Actions. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendants or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

59. Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiffs and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in the judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the judgment will become final and non-appealable at the time it is entered.

60. Stay of Litigation. The Parties agree that the continuing litigation of the Actions shall be stayed and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

61. Confidentiality. Plaintiffs and PAGA Counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement (except to refer the person inquiring to the court file), or otherwise publicize or divulge to any other individual or entity the terms of this settlement, the amount of this settlement, or the negotiations that resulted in this settlement. This provision does not apply to court filings, nor does this provision apply to any needed disclosures by Plaintiffs or PAGA Counsel to their accountants and/or auditors.

62. Court Filings. The Parties agree not to object to any Court filings consistent with this Settlement Agreement.

63. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Carl J. West, for resolution.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: Apr 16, 2021

Paula M. Garcia

Paula M. Garcia (Apr 16, 2021 10:24 PDT)

PAULA GARCIA

Dated: _____

KRISTA GODINEZ

Dated: _____

COURTLAND GEOFFREY MILLER

Dated: _____

LILLIA HUPP

Dated: _____

ERIC BROWN

Dated: _____

PHILIP URIBE

Dated: _____

BRIAN MATSUMOTO

Dated: _____

ANEESAH WADOOD

Dated: _____

MICHELLE M. MIDDLETON

Dated: _____

LORI JELENIKI

Dated: _____

PATRICIA NWAJAI

Dated: _____

KELLY RIORDAN

Dated: _____

GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____

PAULA GARCIA

Dated: Apr 19, 2021


Krista Godinez (Apr 19, 2021 15:34 PDT)

KRISTA GODINEZ

Dated: _____

COURTLAND GEOFFREY MILLER

Dated: _____

LILLIA HUPP

Dated: _____

ERIC BROWN

Dated: _____

PHILIP URIBE

Dated: _____

BRIAN MATSUMOTO

Dated: _____

ANEESAH WADOOD

Dated: _____

MICHELLE M. MIDDLETON

Dated: _____

LORI JELENIKI

Dated: _____

PATRICIA NWAJAI

Dated: _____

KELLY RIORDAN

Dated: _____

GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: Apr 16, 2021	 Courtland Geoffrey Miller (Apr 16, 2021 11:40 PDT) _____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: 2021-04-19	<i>Lilia Hupp</i> _____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: 2021-04-16	 _____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: 2021-04-16	<i>Philip Uribe</i> _____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

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PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: 2021-04-19	_____ <i>Brian Matsumoto</i> BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: 2021-04-17	<i>Aneesah Wadood</i> _____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: 2021-04-16	_____ <i>Michelle Middleton</i>
	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: 2021-04-16	<i>Lori Jeleniki</i> _____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: 2021-04-19	_____ <i>Patricia Nwajai</i> PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENIKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: 2021-04-16	<i>Kelly Riordan</i> _____ KELLY RIORDAN
Dated: _____	_____ GABRIEL BATCHELDER

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: _____	_____ PAULA GARCIA
Dated: _____	_____ KRISTA GODINEZ
Dated: _____	_____ COURTLAND GEOFFREY MILLER
Dated: _____	_____ LILLIA HUPP
Dated: _____	_____ ERIC BROWN
Dated: _____	_____ PHILIP URIBE
Dated: _____	_____ BRIAN MATSUMOTO
Dated: _____	_____ ANEESAH WADOOD
Dated: _____	_____ MICHELLE M. MIDDLETON
Dated: _____	_____ LORI JELENKI
Dated: _____	_____ PATRICIA NWAJAI
Dated: _____	_____ KELLY RIORDAN
Dated: 2021-04-28	_____ <i>Gabriel Batchelder</i> GABRIEL BATCHELDER

Dated: 2021-04-16 _____

Angela Hankins
ANGELA HANKINS

Dated: _____

ANNA ACOSTA

Dated: _____

TAWANA ROSE MERAZ-PILANA-MANAGE

DEFENDANTS:

Dated: _____

GALLAGHER BASSETT SERVICES, INC.

By: _____

Dated: _____

ARTHUR J. GALLAGHER SERVICE
COMPANY

By: _____

Dated: _____

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By: _____

Dated: _____

ARTHUR J. GALLAGHER & CO.
INSURANCE BROKERS OF CALIFORNIA,
INC.

By: _____

Dated: _____

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

By: _____

Dated: _____

ANGELA HANKINS

Dated: 2021-04-16

Anna Acosta

ANNA ACOSTA

Dated: _____

TAWANA ROSE MERAZ-PILANA-MANAGE

DEFENDANTS:

Dated: _____

GALLAGHER BASSETT SERVICES, INC.

By: _____

Dated: _____

ARTHUR J. GALLAGHER SERVICE
COMPANY

By: _____

Dated: _____

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By: _____

Dated: _____

ARTHUR J. GALLAGHER & CO.
INSURANCE BROKERS OF CALIFORNIA,
INC.

By: _____

Dated: _____

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

By: _____

Dated: _____

ANGELA HANKINS

Dated: _____

ANNA ACOSTA

Dated: 2021-04-19

Tawana Rose Meraz-Pilana-Manage
TAWANA ROSE MERAZ-PILANA-MANAGE

DEFENDANTS:

Dated: _____

GALLAGHER BASSETT SERVICES, INC.

By: _____

Dated: _____

ARTHUR J. GALLAGHER SERVICE
COMPANY

By: _____

Dated: _____

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By: _____

Dated: _____

ARTHUR J. GALLAGHER & CO.
INSURANCE BROKERS OF CALIFORNIA,
INC.

By: _____

Dated: _____

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

By: _____

Dated: _____

ANGELA HANKINS

Dated: _____

ANNA ACOSTA

Dated: _____

TAWANA ROSE MERAZ-PILANA-MANAGE

DEFENDANTS:

Dated: 4/19/21

GALLAGHER BASSETT SERVICES, INC.

By: Stephen Winters

Dated: 4/19/21

ARTHUR J. GALLAGHER SERVICE
COMPANY

By: Stephen Winters

Dated: 4/19/21

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By: Stephen Winters

Dated: 4/19/21

ARTHUR J. GALLAGHER & CO.
INSURANCE BROKERS OF CALIFORNIA,
INC.

By: Stephen Winters

Dated: 4/19/21

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

By: Stephen Winters

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 4/20/21

By: 
NORMAN BLUMENTHAL
ATTORNEYS FOR PLAINTIFFS

WHITEHEAD EMPLOYMENT LAW

Dated: _____

By: _____
JACOB N. WHITEHEAD
ATTORNEYS FOR PLAINTIFFS

WINSTON & STRAWN LLP

Dated: _____

By: _____
JOAN B. TUCKER FIFE
ATTORNEYS FOR DEFENDANTS

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: _____

By: _____
NORMAN BLUMENTHAL
ATTORNEYS FOR PLAINTIFFS

WHITEHEAD EMPLOYMENT LAW

Dated: May 5, 2021

By:  _____
JACOB N. WHITEHEAD
ATTORNEYS FOR PLAINTIFFS

WINSTON & STRAWN LLP

Dated: _____

By: _____
JOAN B. TUCKER FIFE
ATTORNEYS FOR DEFENDANTS

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: _____

By: _____
NORMAN BLUMENTHAL
ATTORNEYS FOR PLAINTIFFS

WHITEHEAD EMPLOYMENT LAW

Dated: _____

By: _____
JACOB N. WHITEHEAD
ATTORNEYS FOR PLAINTIFFS

WINSTON & STRAWN LLP

Dated: 5/6/2021

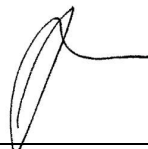
By:  _____
JOAN B. TUCKER FIFE
ATTORNEYS FOR DEFENDANTS

EXHIBIT #1

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (hereinafter referred to as the “Agreement”) is entered into by and between Plaintiff [First Last] (“Plaintiff”) and Defendants Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and Arthur J. Gallagher Risk Management Services, Inc. (“Defendants”). Plaintiff and Defendants shall be collectively referred to as the “Parties.”

RECITALS

A. **WHEREAS**, Plaintiff brought a lawsuit against Defendants pending as *Hupp, et al. vs. Arthur J. Gallagher Service Company, et al.*, Case No. 30-2020-01145295-CU-OE-CXC, in the Superior Court of California, County of Orange (the “Consolidated Action”), which asserts a claim for PAGA penalties based on all facts and California Labor Code provisions asserted in the *Hupp* Action (*Hupp, et al. vs. Arthur J. Gallagher Service Company, et al.*, Orange County Superior Court Case No. 30-2020-01145295-CU-OE-CXC) and/or the *Garcia* Action (*Garcia vs. Gallagher Bassett Services, Inc.*, San Bernardino Superior Court Case No. CIVDS2004140); and

B. **WHEREAS**, Defendants deny each and every claim in the Consolidated Action; and

C. **WHEREAS**, the Parties wish to avoid the risk and expense of continued litigation; and

D. **WHEREAS**, it is the intention of the Parties to fully, finally, and forever resolve, compromise, and settle any and all actual or potential claims, charges, actions, grievances, and complaints, suspected or unsuspected, known or unknown, that exist or may exist against Defendants, including, but not limited to, all acts and omissions related to Plaintiff’s employment with Arthur J. Gallagher Service Company and/or related to Defendants generally.

NOW, THEREFORE, in consideration of the above recitals (which are hereby incorporated as part of this Agreement), the covenants and agreements contained herein, and other good and valuable consideration, Plaintiff and Defendants agree as follows:

AGREEMENT

1. **General Release by Plaintiff.** In exchange for the agreements and obligations set forth herein, Plaintiff, on behalf of herself and her representatives, heirs, successors, assigns, devisees and executors, does hereby completely release and forever discharge the Released Parties (defined as: Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc.; Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc.’s successors, predecessors, members, owners, assigns, related parent(s), subsidiary(s), affiliate corporations, partnerships, or other related business entities; any entity(s) Plaintiff claims is a joint employer; and/or each of those entities’ (including, but not

Comment [CT1]: Make sure pronouns match each individual Plaintiff.

limited to Defendants) board members, officers, directors, shareholders, trustees, partners, owners, managing and other agents, employees, representatives, attorneys, and insurers) from all claims, rights, demands, actions, obligations, liabilities, indebtedness, and causes of action, of any and every kind, nature and character whatsoever, which refer to any occurrence, transaction, omission, or communication that transpired or occurred at any time before or on the date of the execution of the Agreement by Plaintiff (collectively the "Released Claims"). Released Claims shall include, but are not limited to, any and all rights and claims, known or unknown, contingent or accrued, arising out of any act or event that occurred prior to execution of this Agreement, including Plaintiff's employment with Arthur J. Gallagher Service Company and/or any of the Released Parties. Released Claims shall also include, but are not limited to, any and all rights and claims whether based on tort (including, but not limited to, any form of negligence, including, but not limited to, negligent hiring, negligent retention, and/or negligent supervision), contract, or any federal, state or local law, statute, act, order, constitution, or regulation, including, but not limited to, claims for disparate treatment, disparate impact, harassment, discrimination, retaliation, failure to take all reasonable steps to prevent discrimination and retaliation, failure to engage in the interactive process, failure to provide a reasonable accommodation, wrongful termination in violation of public policy, misclassification, unpaid minimum wages, unpaid overtime wages, failure to provide meal or rest periods or pay meal or rest period penalties, wage statement violations, waiting time penalties, conversion, false promise, intentional misrepresentation, breach of contract, breach of covenant of good faith and fair dealing, fraudulent business practices, unfair competition, whistleblowing, whistleblower retaliation, intentional infliction of emotional distress, violation of California Labor Code (including but not limited to §§ 226 and 1198.5 and the Private Attorneys General Act), and any and all rights and claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Workers Benefit Protection Act of 1990, the Family and Medical Leave Act, the Families First Coronavirus Response Act, the Genetic Information Nondiscrimination Act of 2008, the Workers Adjustment and Retraining Notification Act, the National Labor Relations Act, Sections 1981 through 1988 of Title 42 of the United States Code, the California Equal Pay Law, the California Fair Employment and Housing Act, the California Government Code, the California Family Rights Act, the Los Angeles Municipal Code, the Fair Labor Standards Act, the Equal Pay Act of 1963, the California Workers Adjustment and Retraining Notification Act, the California Business and Professions Code, any California Industrial Welfare Commission Wage Order, the California Military & Veterans Code, the California Civil Code, the Unruh Civil Rights Act, the California Domestic Violence and Sexual Assault Victim Leave Act, the California Whistleblower Law, and the United States and California constitutions. Plaintiff also releases the Released Parties from any and all obligations for attorneys' fees incurred in regard to the above claims or otherwise. Notwithstanding the foregoing, "Released Claims" shall not include any claims based on obligations created by this Agreement or preclude Plaintiff from making a claim relating to the enforcement of this Agreement.

2. Waiver and Relinquishment of Unknown Claims. Plaintiff understands that this is a full and final release covering all unknown and unanticipated injuries, debts, claims, or damages which may have arisen, or may arise, in connection with any act or omission by Defendants, or any Released Party before the date of execution of this Agreement. For that reason, Plaintiff, being aware of the below section, hereby waives any and all rights or benefits

that she may have under the terms of Section 1542 of the California Civil Code (as well as under any other statutes or common law principles of a similar effect), which provides as follows:

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.

3. Consideration. In consideration of Plaintiff's promises, acknowledgments, and agreements set forth herein, Defendants agree to the following:

3.1. Defendants shall pay Plaintiff and her attorneys \$ [REDACTED] (the "Settlement Amount"). Defendants will pay the Settlement Amount as follows:

3.1.1. \$ [REDACTED] of the Settlement Amount shall constitute attorneys' fees and costs. Defendants shall issue a check made out to "[Firm Name]" in the amount of \$ [REDACTED] and shall issue an IRS Form 1099;

3.1.2. The remaining portion of the Settlement Amount (the "Individual Settlement Amount") shall be apportioned as follows: 25%, or \$ [REDACTED], shall constitute alleged wage recovery for which Defendants shall issue a check made out to "[First Last]," less applicable withholdings and deductions; and 75%, or \$ [REDACTED], shall constitute alleged non-wage damages, including, but not limited to, non-wage penalties. Defendants shall issue two checks made out to "[First Last]" in the amount of: (1) \$ [REDACTED], for which Defendants shall issue an IRS Form W-2; and (2) \$ [REDACTED], for which Defendants shall issue an IRS Form 1099. If Plaintiff revokes her waiver of claims arising pursuant to the ADEA, as set forth in paragraph 11, she will receive 50 percent of the Individual Settlement Amount.

3.1.3. The checks for the Settlement Amount shall be sent by overnight mail to [Firm Name] within 35 calendar days after the Effective Date of the PAGA settlement being entered into separately in the Consolidated Action; provided that: (a) Plaintiff and her counsel execute this Agreement, [and the 7-day revocation period has expired], (b) Plaintiff, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Whitehead Employment Law provide Defendants with completed IRS Forms W-9, and (c) Plaintiff or her attorneys deliver to Defendants' attorneys of record a fully-executed Stipulation for Dismissal with Prejudice dismissing the Consolidated Action against Defendants with prejudice. Defendants will have no obligation to issue checks for the Settlement Amount until 35 calendar days after all of the actions set forth in this paragraph 3.1.3 have occurred.

3.2. Plaintiff acknowledges that the Settlement Amount is in exchange for full settlement of all claims that were or could have been raised against the Released Parties and includes amounts to which Plaintiff otherwise would not be entitled. Specifically, Plaintiff acknowledges that the Settlement Amount reflects full payment of all amounts she contends (or may contend) she was owed by Defendants under municipal, state, and federal law, as well as

any and all attorneys' fees and costs incurred by Plaintiff in relation to her employment with Arthur J. Gallagher Service Company. Plaintiff further acknowledges that Defendants would not agree to pay the Settlement Amount unless Plaintiff signed the Agreement and agreed to fulfill the promises contained herein.

4. Dismissal of Claims. The enforceability of this Agreement is expressly conditioned upon the Court dismissing the Consolidated Action against Defendants with prejudice. Plaintiff or her attorneys shall deliver to Defendants' attorneys of record a fully-executed Stipulation for Dismissal with Prejudice dismissing the Consolidated Action against Defendants with prejudice. Defendants' attorneys shall not submit the Stipulation for Dismissal with Prejudice to the Court until the first business day after the check for the Settlement Amount is transmitted pursuant to paragraph 3.1.3.

5. Other Representations. Plaintiff specifically agrees that there was a dispute between the Parties regarding whether Defendants owed her economic and non-economic damages, other general and special damages, penalties, and/or attorneys' fees and costs. Plaintiff also agrees that the Released Parties do not owe her any reimbursement of business expenses or other indemnification for necessary expenditures or losses.

6. Pending and Other Actions. Other than the Consolidated Action, Plaintiff represents that she has no other pending complaints, charges, or claims with any court or administrative agency against Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc., or any of the Released Parties. Plaintiff further represents that, other than the *Garcia* Action, the *Hupp* Action, and/or the Consolidated Action, she has not filed any complaints, charges, or claims with a court, any administrative agency, in arbitration, or otherwise, against Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc., or any of the Released Parties on or before the date of the signing of this Agreement, which have not already been dismissed, closed, withdrawn, or otherwise terminated, nor is she aware of any facts or circumstances which would justify the filing of any such complaint, charge, or claim. To the extent any other complaints, charges, or claims of any kind have been filed or reported by Plaintiff against Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., Arthur J. Gallagher Risk Management Services, Inc., or any other of the Released Parties, Plaintiff further agrees to execute and file any document(s) required to dismiss with prejudice any other such complaints, charges, or claims. Plaintiff agrees that if any administrative agency or court maintains or assumes jurisdiction of any charge or complaint against any of the Released Parties on her behalf, she will promptly request that the agency or court dismiss or withdraw from the matter and disclaim any right to recover any sums in connection with any such charge or complaint pursued on her behalf.

7. Return of Property. Plaintiff has already returned or agrees to return or destroy all Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. property in her or her attorneys' possession or

Comment [CT2]: Include for former employees only.

control, including any computer equipment, office keys, card keys, file cabinet keys, desk keys, building identification and access cards and any original and/or copies of files (including hard or electronic), documents, calendars and other books, records, employee handbooks, or any other items she has in her or her attorneys' possession or under her control that belong to Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. or that contain Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc.'s confidential, trade secret, or proprietary information, without any originals or copies of such documents being kept by Plaintiff or her attorneys or conveyed to anyone else.

8. Confidentiality. Plaintiff agrees and promises that she will not disclose the terms, amounts referred to, and the fact of this Agreement, and events leading up to this Agreement, except (a) in response to lawful subpoena, court order, or inquiry by federal or state tax authorities; (b) to her tax advisor, financial advisor, or spouse; or (c) as otherwise permitted by law or this Agreement. To the extent Plaintiff discloses the substance, contents, amounts or terms of this Agreement, the reasons for the Agreement, or the negotiations in regard thereto to her tax advisor, financial advisor, or spouse, she agrees that she shall explain that such person is bound to keep any disclosed information confidential, and shall secure the agreement of such person to keep the disclosed information confidential.

8.1. Plaintiff agrees and promises that she shall not disclose to any person any trade secret, confidential, and/or proprietary information concerning the business of Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. or any contract or agreement entered into by Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc., except to the extent (a) disclosure of such information or materials is required by law, or (b) the information or materials become publicly known and available generally other than through the actions or inactions of Plaintiff.

8.2. If Plaintiff is required by law to disclose this Agreement, its terms, or underlying facts, she shall promptly notify Defendants in writing via email or overnight mail to:

Joan B. Tucker Fife
Winston & Strawn LLP
Email: jfife@winston.com
101 California St., 35th Floor, San Francisco, CA 94111

The notification shall include the nature of the legal requirement and the extent of the required disclosure, and Plaintiff shall cooperate with Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. to preserve the confidentiality of such information consistent with applicable law. Plaintiff agrees to waive any objection to Gallagher Bassett Services, Inc., Arthur J. Gallagher Service

Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc.'s request, if any, that the document production or testimony be given in camera and/or under seal. If Plaintiff is required by law or any legal authority to cooperate fully without notification to Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc., Plaintiff shall not be held liable to Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. for any breach of this paragraph or this Agreement.

8.3. Plaintiff acknowledges that a violation of paragraph 8 or any of its subparts, notwithstanding subpart 8.2, would cause immeasurable and irreparable damage to Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. in an amount incapable of precise determination. Accordingly, Plaintiff agrees that Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. shall be entitled to injunctive relief in any court of competent jurisdiction for any actual or threatened violation of paragraph 8 and any of its subparts, in addition to any other available remedies. Defendants' right to obtain an injunction pursuant to this paragraph is not intended to prevent, and does not prevent, Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. from seeking or obtaining any other relief as contemplated in this Agreement or as otherwise available.

8.4. Plaintiff acknowledges that her promise of confidentiality, notwithstanding subpart 8.2, is material and essential consideration for Plaintiff's promises and agreements set forth herein.

8.5. Plaintiff's counsel agrees not to issue a press release, respond to inquiries (by any member of the press or otherwise), publicize the result of this Consolidated Action, use the result of this Consolidated Action as advertising material, or otherwise make public or disclose to anyone in any manner the terms of this Agreement or the negotiations leading thereto unless required to do so by law.

8.6. Upon any proven breach of this paragraph 8 of the Agreement, Plaintiff will be subject to total liquidated damages in the amount of One Thousand Dollars (\$1,000.00) because any such proven breach of this paragraph 8 will cause immeasurable and irreparable damage to Defendants and/or any other Released Parties in an amount incapable of precise determination. Accordingly, Plaintiff agrees that the liquidated damages provided in this paragraph 8.6 are reasonably related to the actual damages that Defendants and/or any other Released Parties will suffer as a result of any proven breach of this paragraph 8, and are not a penalty. Should suit be brought for violation of this paragraph and subparts, the prevailing party shall be entitled to reasonable attorney fees and costs.

9. Non-Disparagement. Plaintiff agrees not to defame, disparage, or make negative or derogatory statements or remarks, directly or indirectly, in any forum, about or concerning Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. or their past or present predecessors, successors, subsidiaries, members, parents, related or affiliated entities, officers, directors, employees, attorneys, clients, investors, services, products, business models, or business affairs, including, but not limited to, statements regarding Plaintiff's [separation of employment from/employment with] Arthur J. Gallagher Service Company [and the events leading thereto], or any other matter. This provision, however, does not prevent Plaintiff from mentioning or referring to her employment at Arthur J. Gallagher Service Company in the normal course of her business activities and/or when seeking future employment, provided such reference or statement does not defame, disparage, or constitute negative or derogatory remarks about or concerning Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. or their past or present predecessors, successors, parents, related or affiliated entities, officers, directors, employees, attorneys, clients, investors, services, products, business models, or business affairs.

9.1. Upon each proven breach of this paragraph 9 of the Agreement, Plaintiff will be subject to liquidated damages of \$5,000 because any such proven breach of this paragraph 9 will cause immeasurable and irreparable damage to Defendants and/or any other Released Parties in an amount incapable of precise determination. Accordingly, Plaintiff agrees that the liquidated damages provided in this paragraph 9.1 are reasonably related to the actual damages that Defendants and/or any other Released Parties will suffer as a result of any proven breach of this paragraph 9, and are not a penalty.

10. Neutral Reference. If Arthur J. Gallagher Service Company's Human Resources Department is contacted by a prospective employer of Plaintiff, Arthur J. Gallagher Service Company will provide only dates of employment, last job title, and last rate of pay (if authorized by Plaintiff) and shall not disclose the nature of Plaintiff's separation from Arthur J. Gallagher Service Company or this Consolidated Action filed by Plaintiff.

11. Older Workers Benefit Protection Act. Pursuant to the Age Discrimination Claims Assistance Amendment of 1990 to the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f) (2), Plaintiff acknowledges that:

Comment [CT3]: Include as applicable.

11.1. She has read and been given ample opportunity to study this Agreement;

11.2. She has hereby been advised in writing to consult with her attorney and has consulted with her attorney prior to signing this Agreement;

11.3. She is waiving rights she may have under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 *et. seq.*;

11.4. She is receiving consideration for this waiver beyond that to which she is otherwise entitled;

11.5. She is signing this Agreement voluntarily without coercion and with full knowledge that it is intended, to the maximum extent permitted by law, as a complete and final release and waiver of any and all claims, including, but not limited to, age discrimination claims;

11.6. She has been provided the opportunity to consider this Agreement for 21 days before signing it and, in the event that she decides to execute this Agreement in fewer than 21 days, she does so with the express understanding that she was given and declined the opportunity to consider this Agreement for 21 days; and

11.7. She may revoke this Agreement for a period of 7 days following the execution of this Agreement, and the Agreement shall not become effective or enforceable until the revocation period has expired. To revoke this Agreement, Plaintiff agrees to send a letter signed by her to Joan B. Tucker Fife, Esq. at the address set forth in paragraph 8.2 by the end of the 7 day period. Failure to revoke within 7 days shall result in the release being permanent. If Plaintiff revokes within 7 days, only the release of any potential age discrimination claim under the ADEA that Plaintiff may have is void and in such case Plaintiff will only be entitled to receive 50 percent of the Individual Settlement Amount pursuant to paragraph 3.1.2. The remainder of Plaintiff's general release (beyond her release for any potential age discrimination claim under the ADEA) and terms of this Agreement shall remain in full effect and shall be legally binding on Plaintiff even in the event that Plaintiff revokes within 7 days.

12. Non-Admission of Liability or Wrongdoing. It is understood and agreed that this is a compromise and settlement of disputed claims, or potential disputed claims, and the furnishing of the consideration for this Agreement shall not be deemed or construed as an admission of liability, responsibility, or wrongdoing by Defendants for any purpose. Defendants expressly deny that they (or any other Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. entity) ever engaged in any wrongdoing in relation to Plaintiff's employment or otherwise, and expressly deny liability for any and all claims alleged, or that may be alleged, by Plaintiff.

13. Exclusions. Nothing in this Agreement, including, but not limited to, Plaintiff's promises as to Confidentiality and Non-Disparagement in paragraphs 8 and 9 and their subparts, is intended to or shall (a) prevent, impede, or interfere with Plaintiff's ability to file a charge or complaint with the Securities and Exchange Commission or any other federal, state, or local government agency or commission ("Government Agencies"), (b) limit Plaintiff's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding conducted by any Government Agencies, including providing documents or other information, without notice to or prior authorization from Defendants, (c) restrict or impede Plaintiff from exercising rights under Section 7 of the National Labor Relations Act, (d) waive any rights which cannot be waived by agreement, or (e) prohibit Plaintiff from disclosing information as permitted or required by law. For the avoidance of doubt, this Agreement does not limit Plaintiff's eligibility to receive an award out of monetary sanctions collected by any Government Agency as provided by applicable law or regulation.

14. Tax Liability and Indemnification. Defendants make no representation to Plaintiff or her counsel as to the tax liability, if any, on the Settlement Amount. Plaintiff and her

attorneys agree that they shall be fully and solely responsible for any and all tax liabilities with respect to the Settlement Amount. If any federal or state taxing authority or other government entity later determines, however, that Plaintiff or Defendants have any unpaid tax liability on the Settlement Amount or that Defendants should have withheld or paid some amount because of the Settlement Amount, in consideration for the payment of the Settlement Amount by Defendants and other consideration specified in this Agreement, Plaintiff hereby agrees to fully indemnify the Released Parties from any and all tax consequences, fines, or other legal obligations arising from the payments set forth herein. Plaintiff further agrees that she shall pay the cost of defending Defendants or any of the Released Parties against any proceeding or action arising from the payments set forth herein and any tax or other legal obligations related to such payments. Defendants reserve the right to issue and/or file any and all appropriate tax forms to Plaintiff, her attorneys, or her designee, in connection with the payment of the Settlement Amount.

15. Enforcement. The Parties agree that in the event a suit is instituted to enforce any of the rights or obligations arising under this Agreement, including those arising under paragraphs 8 or 9 of this Agreement, or their subparts, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. The Parties acknowledge and agree that the appropriate venue for any action instituted to enforce any of the rights or obligations arising under this Agreement shall be in the County of Los Angeles, State of California.

16. Waiver of Breach. The Parties may waive or excuse, in writing, the failure of any other party to perform any provision of this Agreement; provided, however, that any such waiver shall not preclude the enforcement of this Agreement upon any subsequent breach, whether or not similar in character.

17. Successor. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as upon their heirs, agents, executors, administrators, and attorneys.

18. Voluntary Agreement. The undersigned Parties acknowledge that they have entered into this Agreement voluntarily, without coercion and based upon their own judgment and not in reliance upon any representation or promise made by any other party other than those contained herein. The Parties have read this Agreement, and they are fully aware of its contents and of its legal effect, and all waivers herein are knowing and voluntary.

19. Entire Agreement. This Agreement constitutes the entire agreement, written, oral and implied, among the Parties with respect to the subject matters addressed herein, and it supersedes and replaces all prior negotiations, proposed agreements and agreements, written, oral and implied, with respect to those subjects. All prior understandings or agreements with respect to the subject matters addressed herein which are not embodied in this Agreement are of no force or effect. It is expressly understood and agreed that this Agreement may not be amended or modified in any respect, except by a writing duly executed by all of the Parties hereto or their authorized representatives.

20. Cooperation. Each of the Parties signing this Agreement warrant and represent that she or it shall execute and deliver any and all instruments, agreements, documents or other writings, and shall perform all other acts deemed to be necessary to effect the terms and purposes

of this Agreement.

21. Each Party to Bear Her or Its Own Attorneys' Fees and Costs. Except as expressly provided in this Agreement, the Parties shall bear their own costs and attorneys' fees in connection with the Agreement.

22. Severability. The Parties have attempted to create an Agreement that is lawful and enforceable in all respects. This Agreement shall be deemed to have been drafted jointly by the Parties hereto, and no inference or interpretation against any Party shall be made solely by virtue of such Party allegedly having drafted this Agreement. Should any provision of this Agreement, or any portion thereof, be declared or be determined to be illegal, invalid, void, or otherwise unenforceable, such invalidity shall not affect the enforceability of the remaining terms hereof. Moreover, in the event that any term hereof is found or deemed to be illegal or otherwise invalid and unenforceable, the Parties shall attempt to reframe the term to the maximum scope legally permissible in accordance with the original terms of the Agreement.

23. Execution of Counterparts. This Agreement may be executed in one or more counterparts, or duplicates of originals, all of which, taken together, shall constitute one and the same instrument.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

25. Warranties. Plaintiff and Defendants represent and warrant that they have the power and authority to enter into this Agreement and that they have not transferred, assigned or hypothecated to any third party any of the rights released in this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the following days and year.

PLAINTIFFS:

Comment [CT4]: Leave signature line for signatory Plaintiff only.

Dated: _____
PAULA GARCIA

Dated: _____
KRISTA GODINEZ

Dated: _____
COURTLAND GEOFFREY MILLER

Dated: _____
LILLIA HUPP

Dated: _____
ERIC BROWN

Dated: _____
PHILIP URIBE

Dated: _____
BRIAN MATSUMOTO

Dated: _____
ANEESAH WADOOD

Dated: _____
MICHELLE M. MIDDLETON

Dated: _____
LORI JELENIKI

Dated: _____
PATRICIA NWAJAI

Dated: _____
KELLY RIORDAN

Dated: _____
GABRIEL BATCHELDER

Dated: _____
ANGELA HANKINS

Dated: _____

ANNA ACOSTA

Dated: _____

TAWANA ROSE MERAZ-PILANA-MANAGE

DEFENDANTS:

Dated: _____

GALLAGHER BASSETT SERVICES, INC.

By: _____

Its: _____

Dated: _____

ARTHUR J. GALLAGHER SERVICE
COMPANY

By: _____

Its: _____

Dated: _____

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By: _____

Its: _____

Dated: _____

ARTHUR J. GALLAGHER & CO.
INSURANCE BROKERS OF CALIFORNIA,
INC.

By: _____

Its: _____

Dated: _____

ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.

By: _____

Its: _____

APPROVED AS TO FORM AND ¶ 8.5:

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Dated: _____

By: _____
NORMAN BLUMENTHAL
ATTORNEYS FOR PLAINTIFFS

**APPROVED AS TO FORM AND ¶ 8.5:
WHITEHEAD EMPLOYMENT LAW**

Dated: _____

By: _____
JACOB N. WHITEHEAD
ATTORNEYS FOR PLAINTIFFS

**APPROVED AS TO FORM ONLY:
WINSTON & STRAWN LLP**

Dated: _____

By: _____
JOAN B. TUCKER FIFE
ATTORNEYS FOR DEFENDANTS

EXHIBIT #2

Authorized by the Superior Court of California, County of Orange

- Legal Notice -

- This is not a solicitation from a lawyer -

TO: All current and former employees of Gallagher Bassett Services, Inc., Arthur J. Gallagher Service Company, Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., and/or Arthur J. Gallagher Risk Management Services, Inc. (“Gallagher”) who were employed as Claims Adjusters and/or Senior Claims Adjusters (collectively “Claims Adjusters”) in the state of California and were classified as exempt while in the Claims Adjuster position, at any time from February 7, 2019 through December 31, 2020.

**PLEASE READ THIS NOTICE CAREFULLY: IT MAY AFFECT YOUR LEGAL RIGHTS.
YOU ARE ENTITLED TO COMPENSATION FROM THIS SETTLEMENT.**

Introduction

You received this Notice because Gallagher’s records show that you were employed by Gallagher as a Claims Adjuster who was classified as exempt in California at some time during the period from February 7, 2019 through December 31, 2020 (the “PAGA Period”). All individuals who fall within that description are considered “Aggrieved Employees.”

You received this Notice to make you aware that a representative action settlement in *Hupp, et al. vs. Arthur J. Gallagher Service Company, et al.* (described in further detail below), pending before the Superior Court of the State of California for the County of Orange (the “Court”) has been reached by the parties and has been approved by the Court.

As an allegedly Aggrieved Employee, you are entitled to compensation under the Settlement. The purpose of this Notice is to: (1) describe the Actions; and (2) inform you of the terms of the Settlement.

Please do not call or write the Court or Gallagher with questions about this lawsuit.

If you have more questions after reading this Notice, see page 3.

What the Cases are About

The cases are called *Garcia vs. Gallagher Bassett Services, Inc.*, San Bernardino Superior Court, Case No. CIVDS2004140 (the “Garcia Action”) and *Hupp, et al. vs. Arthur J. Gallagher Service Company, et al.*, Orange County Superior Court, Case No. 30-2020-01145295-CU-OE-CXC (the “Hupp Action”) (collectively, the “Actions”). The Actions were brought on behalf of all current and former employees of Gallagher in the State of California who were employed as Claims Adjusters and classified as exempt at any time between February 7, 2019 and December 31, 2020. These individuals are referred to as “Aggrieved Employees.” The *Garcia* Action and the *Hupp* Action were consolidated into one case and are proceeding before the Orange County Superior Court as the *Hupp* Action.

Plaintiffs in the Actions contend that Gallagher violated the California Private Attorneys General Act (“PAGA”) by misclassifying Claims Adjusters as exempt from overtime and failing to: pay overtime wages, provide meal periods, provide rest periods, timely pay for all wages earned, furnish accurate itemized wage statements, maintain accurate payroll records, reimburse business expenses, and pay all wages due both during and upon the termination of employment. Plaintiffs also contend that Gallagher violated California’s unfair competition law. **For more information regarding the claims alleged in the Actions, you may access all complaints and PAGA notices filed in the Actions, including the operative Second Amended Complaint in the Hupp Action, at: [website].**

Gallagher denies all liability for these claims and contends that its employment practices have complied with applicable laws at all times. Gallagher has asserted a number of factual and legal defenses to plaintiffs’ claims. Nonetheless, without admitting any liability and in the interest of resolving this dispute, plaintiffs and Gallagher have agreed to the settlement described below. The Court has made no ruling on the merits of plaintiffs’ claims or Gallagher’s defenses. However, the Court has approved the settlement.

Right to Compensation from the Settlement

Under the terms of the settlement, Gallagher has agreed to fund a settlement in the amount of \$700,000 (“Gross PAGA Settlement Amount”). Under the settlement and as approved by the Court, plaintiffs’ attorneys will receive \$233,334 in attorneys’ fees and up to \$25,000 to reimburse their costs spent in pursuit of this lawsuit. 60% of the attorneys’ fees shall be made to Blumenthal, Nordrehaug Bhowmik De Blouw LLP and 40% to Whitehead Employment Law, and the Settlement Administrator, Simpluris, will receive a payment of up to \$7,500 to cover all costs and fees to administer the settlement. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the attorneys’ fees and expenses and costs for administering this settlement. 75% of the PAGA Payment shall be allocated to the California Labor & Workforce Development Agency (“LWDA”) and 25% shall be allocated to the allegedly Aggrieved Employees.

You will be issued an “Individual PAGA Payment,” which means the amount to be paid to each of the allegedly Aggrieved Employees out of 25% of the PAGA Payment. Your share will be based on the number of pay periods you worked during the PAGA Period as a percentage of the total pay periods worked by all allegedly Aggrieved Employees during the PAGA Period. One hundred percent (100%) of all Individual PAGA Payments is for payment of penalties, and you will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes that are due as a result of your settlement share.

According to Gallagher’s records, you were employed by, and worked for, Gallagher as a Claims Adjuster while classified as exempt in California for a total of [##] pay periods. Based on this number, your Individual PAGA Payment is \$[].

Because these penalties can only be sought by the State of California, you cannot exclude yourself from this settlement.

What Is Released as Part of this Settlement

The PAGA release includes all current and former allegedly Aggrieved Employees who worked for Gallagher in California as Claims Adjusters and/or Senior Claims Adjusters and who were classified by Gallagher as exempt in California at any time during the PAGA Period (February 7, 2019 through December 31, 2020). The release shall include any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (the “PAGA”) that: were asserted in any complaint filed, or to be filed, in the *Garcia* Action and/or the *Hupp* Action and/or plaintiffs’ letters to the LWDA (including any subsequently amended complaints or letters); and/or that could have been asserted in any complaint filed, or to be filed, in the *Garcia* Action and/or *Hupp* Action based on the facts and/or allegations in any complaint filed in the *Garcia* Action and/or *Hupp* Action and/or plaintiffs’ letters to the LWDA (including any subsequently amended complaints or letters). This release only applies to PAGA claims that arose during the PAGA Period and includes claims for PAGA civil penalties premised on: California Labor Code Sections 200-204, 210, 218, 218.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1198, and 2802; failure to pay wages and overtime; failure to pay for all hours worked/compensation due for services; off-the-clock work; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay meal or rest period premiums; failure to maintain accurate payroll records; failure to provide accurate itemized wage statements; failure to reimburse business expenses; and failure to timely pay wages at termination (the “PAGA Released Claims”). This release as to the State of California and the allegedly Aggrieved Employees only and covers claims that arise under the Private Attorneys General Act and does not cover an allegedly aggrieved employee’s individual Labor Code claims. The PAGA Released Claims expressly exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, class claims, and PAGA claims outside of the PAGA Period. Any class claims will be dismissed without prejudice.

If you have questions concerning the release, you may contact attorneys for the Class.

To Learn More About This Case

This notice is only a summary. For more information about this case and to review key documents pertaining to the settlement, you may:

Contact the Settlement Administrator:

Gallagher Settlement Administrator

c/o Simpluris

[Address 1]

[Address 2]

[Phone]

[Email]

[Website]

- OR -

Contact Plaintiffs' Counsel:

WHITEHEAD EMPLOYMENT LAW

Jacob N. Whitehead

reception@jnwpc.com

7700 Irvine Center Drive, Suite 930

Irvine, CA 92618

Tel. No.: (949) 674-4922

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

Norman B. Blumenthal

norm@bamlawca.com

Kyle R. Nordrehaug

kyle@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

You also may view the Court files in person at The Central Justice Center, located at 700 Civic Center Drive West, Santa Ana, CA 92701, you must make an appointment with the Clerk's Office <https://www.occourts.org/media-relations/CourtCalendarAppointments.html>. You may also get more details by examining the Court's file on the Internet via Case Access page for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2020-01145295.

PLEASE DO NOT CALL OR WRITE THE COURT, GALLAGHER, OR ITS ATTORNEYS WITH QUESTIONS ABOUT THIS SETTLEMENT OR THE ADMINISTRATION PROCESS.

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JUNE 7, 2021

PAULA GARCIA

RE: GALLAGHER BASSETT
FILE NUMBER: CA1821.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/15/19	ND	LEGAL RESEARCH REGARDING ADMINISTRATIVE AND PROFESSIONAL EXEMPTIONS TO OVERTIME. REVIEW AND ANALYZE JOB TASKS AND CASE FACTS TO DETERMINE LIABILITY FOR OVERTIME CLAIM.	3.90	695	2,710.50
02/17/19	ND	LEGAL RESEARCH REGARDING RELATED LITIGATION AGAINST DEFENDANT IN STATE AND FEDERAL COURT. REVIEW AND ANALYZE COURT DOCKETS IN RELATED CASES. RESEARCH PREVIOUS SETTLEMENTS AGAINST DEFENDANT FOR MISCLASSIFICATION VIOLATIONS.	2.50	695	1,737.50
02/18/19	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR CLAIMS. CONFERENCE WITH CLIENT TO DISCUSS PAGA CASE AND INDIVIDUAL FACTS FROM COMPLAINT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS.	4.00	695	2,780.00
02/23/19	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT AND ENFORCEABILITY. LEGAL RESEARCH REGARDING THE SAME. DISCUSSION WITH CLIENT REGARDING FACTS SURROUNDING THE SIGNING OF THE ARBITRATION AGREEMENT.	3.00	695	2,085.00
02/25/19	ND	DRAFT COMPLAINT. REVIEW AND ANALYZE JOB TASKS AND LEGAL	4.00	695	2,780.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CLAIMS.			
03/01/19	ND	DRAFT COMPLAINT. REVIEW AND ANALYZE JOB DESCRIPTION AND PAY STUBS. CONFERENCE WITH CLIENT TO DISCUSS LAWSUIT PROCESS AND TIMELINE FOR PAGA NOTICE AND FILING OF COMPLAINT.	4.50	695	3,127.50
03/19/19	NBB	REVIEW COMPLAINT AND ANALYZE FINAL	2.50	795	1,987.50
11/15/19	ND	DRAFT LWDA FEE LETTER AND PAGA NOTICE. REVIEW AND ANALYZE COMPLAINT.	2.50	695	1,737.50
11/19/19	ND	ANALYSIS OF CASE PENALTIES. DRAFT CLIENT NOTES MEMO.	2.50	695	1,737.50
01/02/20	JH	REVIEW AND ANALYZE DOCS IN FILE	0.70	550	385.00
01/22/20	JH	REVIEW AND ANALYZE CASE DOCS/NOTES	0.40	550	220.00
02/06/20	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	1.50	475	712.50
02/07/20	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	475	237.50
02/07/20	RE	PREPARE SUMMONS AND CIVIL COVER SHEET	0.50	475	237.50
02/07/20	RE	REVIEW & EDIT COMPLAINT; ADD PAGA CAUSE OF ACTION; FINALIZE	2.50	475	1,187.50
02/07/20	RE	FINALIZE COMPLAINT PACKAGE FILE, FILE IN S.B. SUP. CT.	0.60	475	285.00
02/07/20	ND	REVIEW AND REVISE AMENDED COMPLAINT. DISCUSS WITH RICO EHMAN.	0.80	695	556.00
02/13/20	RE	SAVE COURT RETURNED DOCUMENTS; MEMO TO FIRM RE CMC & JUDICIAL ASSIGNMENT	0.60	475	285.00
02/13/20	RE	UPLOAD COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION	0.40	475	190.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/13/20	RE	PREPARE AND FILE .6/PEREMPTORY CHALLENGE	0.75	475	356.25
02/19/20	JH	REVIEW INITIAL CMC ORDER	0.40	550	220.00
03/11/20	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.70	475	332.50
03/18/20	RE	FILE PROOF OF SERVICE OF SUMMONS; UPDATE SERVICE CHART; MEMO TO FIRM	0.50	475	237.50
03/18/20	RE	FILE PROOF OF SERVICE OF SUMMONS	0.40	475	190.00
03/31/20	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE ARBITRATION	0.40	550	220.00
04/07/20	RE	CONFER W AJ RE PAGA-ONLY FAC; RESPOND TO DEFENSE COUNSEL	0.50	475	237.50
04/07/20	JHOM	DRAFT EMAIL CORRESPONDENCE TO DEFENSE COUNSEL RE MEET AND CONFER	0.25	295	73.75
04/09/20	RE	DRAFT MISCLASSIFICATION PAGA-ONLY COMPLAINT	3.75	475	1,781.25
04/09/20	JHOM	MEET AND CONFER W/ DEFENSE COUNSEL	0.50	295	147.50
04/09/20	JHOM	...	0.50	295	147.50
04/09/20	JHOM	PREPARE FOR MEET AND CONFER CALL W/ DEFENSE COUNSEL	0.50	295	147.50
04/09/20	JHOM	...	0.75	295	221.25
04/09/20	JHOM	DRAFT BELAIRE NOTICE AND PROTECTIVE ORDER	0.75	295	221.25
04/09/20	JHOM	DRAFT CONFIRMATOORY EMAIL TO DEFENSE COUNSEL RE MEET AND CONFER	0.40	295	118.00
04/10/20	ND	REVIEW AND REVISE PAGA ONLY COMPLAINT. REVIEW AND ANALYZE DRAFT DECLARATIOON TO DISMISS	1.80	695	1,251.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CLAIMS.			
04/13/20	JH	REVIEW AND REVISE DRAFT JOINT CMC STMT	0.70	550	385.00
04/13/20	JHOM	DRAFT JOINT CMC STMT	1.25	295	368.75
04/13/20	RE	DRAFT 3.770 DECLARATION RE DISMISSAL OF CLASS CLAIMS	1.00	475	475.00
04/13/20	RE	FINALIZE DOCS; FILE PAGA-ONLY FIRST AMENDED COMPLAINT W 3.770 DECLARATION; SERVE	1.25	475	593.75
04/14/20	JHOM	REVISE JOINT CMC STMT	0.40	295	118.00
04/15/20	JHOM	FILE PAGA NOTICE	0.40	295	118.00
04/15/20	JHOM	CHECK DOCKET RE CMC CONTINUANCE	0.20	295	59.00
04/15/20	JHOM	DRAFT EMAIL CORRESPONDENCE TO DEFENSE COUNSEL RE CMC	0.20	295	59.00
05/11/20	JH	REVIEW FILE AND DOCKET; ASSESS STATUS OF COURT ORDERED STAY	0.40	550	220.00
06/10/20	HD	REVIEW CASE NOTES AND STATUS OF CASE, DRAFT PLAINTIFF'S WRITTEN DISCOVERY REQUESTS, SET ONE INCLUDING REQUESTS FOR PRODUCTION, REQUEST FOR ADMISSIONS, SPECIAL INTERROGATORIES, FORM INTERROGATORIES, NOTICE OF DEPOSITION OF DEFENDANT'S PMK AND PROOF OF SERVICE.	2.00	250	500.00
06/18/20	JH	REVIEW FILE AND CASE NOTES; REVIEW AND REVISE DISCOVERY REQUESTS SET 1	1.70	550	935.00
06/29/20	JH	REVIEW AND ANALYZE DEFENDANT'S REVISIONS TO JOINT CMC STMT; DISCUSS WITH JHOM	0.40	550	220.00
07/09/20	JH	REVIEW AND ADVISE ON DISCOVERY ISSUES IN LIGHT OF MEDIATION	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/14/20	JH	REVIEW FILE; DISCUSS STATUS OF MATTER WITH RE IN PREP. FOR INITIAL COMPLEX CMC	0.50	550	275.00
07/14/20	JH	APPEAR FOR INITIAL COMPLEX CMC	1.00	550	550.00
07/14/20	RE	CONFER W J HERMAN RE STATUS OF PLEADINGS.	0.50	475	237.50
09/15/20	ND	REVIEW AND ANALYZE EMPLOYMENT FILES OF TWO NEW AGGREIVED EMPLOYEES. DISCUSS CLAIMS WITH NEW AGGRIEVED EMPLOYEES MILLER AND GODINEZ.	3.00	695	2,085.00
10/09/20	JH	REVIEW DOCS; DISCUSS WITH AJB; REVIEW/ANALYZE MEDIATION BRIEF	1.00	550	550.00
10/13/20	AJB	PREP AND HAVE CALL WITH DEFENSE ATTORNEY.	1.00	725	725.00
10/15/20	ND	REVIEW AND ANALYZE PAGA DATA PRODUCED FOR MEDIATION PURPOSES. CALLS WITH CLIENTS TO DISCUSS GENERAL BACKGROUND FACTS FOR MEDIATION BRIEF. LEGAL RESEARCH REGARDING ADMINISTRATIVE EXEMPTION.	4.00	695	2,780.00
10/23/20	ND	DRAFT MEDIATION BRIEF. REVIEW AND ANALYZE COMPANY POLICY DOCUMENTS.	4.00	695	2,780.00
10/28/20	ND	REVIEW AND ANALYZE EXPERT REPORT AND DAMAGE ANALYSIS. REVIEW NOTES AND ASSUMPTIONS FORM EXPERT. RESEARCH PREVIOIUS SETTLEMENTS REGARDING SAME JOB TITLE AND OVERTIME CLAIMS FOR MEDIATION VALUATION.	2.90	695	2,015.50
11/05/20	RE	REVIEW AND ADVISE AJ RE MEDIATION BRIEF; LOCATE AND ATTACH EXHIBITS; FORWARD TO AJ TO FINALIZE	1.75	475	831.25
11/09/20	SB	PREPARE FOR MEDIATION, REVIEW BRIEF AND ADVISE AJB	2.80	325	910.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/11/20	SB	ATTEND MEDIATION	8.00	325	2,600.00
11/11/20	JH	PREPARE FOR, ATTEND, AND ASSIST WITH MEDIATION	7.00	550	3,850.00
11/11/20	NBB	REVIEW MED BRIEF, ANALYZE SETTLEMENT ISSUES. ADVISE AJ.	3.00	795	2,385.00
11/11/20	AJB	APPEAR FOR MEDIATION.	8.00	725	5,800.00
11/12/20	JH	REVIW FILE; DRAFT CORRESPONDENCE TO DEFENSE COUNSEL RE DISCOVERY	0.40	550	220.00
11/13/20	NBB	REVIEW DOCS, ANALYZE LAW. ADVISE AJ.	2.25	795	1,788.75
11/16/20	JH	REVIEW ORDER CONTINUING CMC; CIRCULATE TO TEAM	0.30	550	165.00
11/16/20	SB	PREPARE FOR MEDIATION, RE-READ MEDIATION BRIEF, ADVISE AJB	2.80	325	910.00
11/17/20	JH	REVIEW AND ANALYE CO-COUNSEL'E MEDIATION BRIEF; DISCUSS WITH AJB	0.70	550	385.00
11/18/20	JH	APPEAR FOR SECOND MEDIATION	3.00	550	1,650.00
11/18/20	SB	ATTEND MEDIATION	8.00	325	2,600.00
11/18/20	AJB	REVIEW STATUS OF CASE CALENDAR AND SETTLEMENT. DRAFT AND SEND CORR TO STAFF ADVISING THEM OF COURSE OF ACTION.	2.00	725	1,450.00
11/20/20	JH	REVIEW, REVISE, FINALIZE, AND SERVE PLAINTIFF'S FIRST SET OF WRITTEN DISCOVERY REQUESTS AND PMK DEPO NOTICE	1.50	550	825.00
11/20/20	HD	CONTACT AND SUBMIT REQUEST FOR COURT REPORTER FOR DEFENDANT (PMK) DEPOSITION.	0.20	250	50.00
11/20/20	AJB	CALL WITH MEDIATOR RE POTENTIAL SETTLEMENT. ANALYZE DISCUSSIONS. CALL WITH CO-COUNSEL. CALL BACK MEDIATOR. DISCUSS CALLS WITH COLLEAGUES.	2.00	725	1,450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/23/20	AR	RECEIVE AND REVIEW DISCOVERY PROPOUNDED BY DEFENDANT.	0.30	475	142.50
12/02/20	AJB	REVIEW STATUS OF SETTLING CASE AND LITIGATION. DRAFT AND SEND CORR TO MEDIATOR RE SETTLEMENT.	1.00	725	725.00
12/08/20	AJB	REVIEW, ANALYZE, AND RESPOND TO MEDIATOR'S PROPOSAL.	1.50	725	1,087.50
12/09/20	JH	REVIEW AND ANALYZE MEDIATOR'S PROPOSAL; DISCUSS WITH AJB	0.50	550	275.00
12/11/20	AJB	REVIEW AND ANALYZE TENTATIVE CIRCULATED BY PARTNER RE COURT'S RULING ON ESCALATOR CLAUSES. DRAFT AND SEND CORR RE SAME TO MEDIATOR.	1.50	725	1,087.50
12/11/20	AJB	REVIEW AND ANALYZ CORR FROM MEDIATOR REGARDING HOW DEFENDANT IS BALKING AT THE ESCALATOR CLAUSE. CONDUCT RESEARCH RE ISSUE.	1.50	725	1,087.50
12/15/20	JH	REVIEW FILE; DRAFT AND SEND DEFENSE COUNSEL JOINT STATUS REPORT	0.70	550	385.00
12/15/20	NBB	REVIEW MOU, ANALYZE RE SETTLEMENT ISSUES. ADVISE AJ.	2.50	795	1,987.50
12/18/20	JH	BEGIN PREPARING PLAINTIFFS' RESPONSES TO DEFENDANT'S DISCOVERY SET ONE	0.80	550	440.00
12/18/20	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE MUTUAL DISCOVERY EXTENSION	0.40	550	220.00
12/24/20	JH	CORRESPONDENCE FROM MEDIATOR RE ACCEPTANCE FROM BOTH PARTIES; REVIEW DRAFT MOU	0.80	550	440.00
01/04/21	AJB	DRAFT AND CIRCULATE MOU. REVIEW INTERNAL OBJECTIONS. CALL MANAGING PARTNER RE OBJECTION. ANALYZE HOW TO RECALIBRATE MOU.	2.00	725	1,450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/04/21	NBB	REVIEW SETTLEMENT ISSUES, ANALYZE LAW AND DOCS. ADVISE AJ.	3.50	795	2,782.50
01/05/21	JH	MULTIPLE CORRESPONDENCE WITH CO-COUNSEL RE MOU AND ALLOCATION	0.70	550	385.00
01/05/21	JH	DRAFT AND SERVE DEPO OBJECTIONS	0.50	550	275.00
01/05/21	AJB	ENGAGE IN DETAILED WORKWEEK ANALYSIS PERTAINING TO DISTRIBUTION ISSUES. DISCUSS WITH MANAGING PARTNER. DISCUSS WITH OTHER PARTNER. REVIEW, REVISE, AND CIRCULATE DRAFT MOU.	3.00	725	2,175.00
01/06/21	AJB	REVIEW AND ANALYZE CORR AS TO CLIENT'S RESPONSE REGARDING MOU. ADJUST AND CIRCULATE REVISED MOU. REVIEW AND ANALYZE FEEDBACK FROM CO-COUNSEL. PLAN NEXT STEPS.	2.00	725	1,450.00
01/06/21	AJB	FOLLOW UP WITH DEFENSE ATTORNEY RE MOU. REVIEW ANALYZE RESPONSE AND REVISED MOU> DRAFT AND SEND EMAIL APPROVING MOU FOR CIRCULATION. ANALYZE NEXT STEPS.	2.00	725	1,450.00
01/13/21	NBB	REVIEW DOCS AND AGREEMENT. ANALYZE LAW ADVISE RE.	2.50	795	1,987.50
01/15/21	JH	REVIEW FILE AND DOCKET; CORRESPONDENCE WITH DEFENSE COUNSEL RE UPCOMING STATUS CONFERENCE	0.40	550	220.00
01/18/21	JH	REVIEW CO-COUNSEL'S DRAFT CMC STMT; DISCUSS WITH AJB	0.40	550	220.00
01/18/21	AJB	REVIEW/ANALYZE RESPOND TO CO-COUNSEL RE DRAFT JOINT CMC REPORT.	1.00	725	725.00
01/19/21	JH	REVISE AND CIRCULATE JOINT CMC STMT	0.50	550	275.00
01/19/21	JH	REVIEW DEFENDANT'S REVISIONS TO	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MOU; DISCUSS WITH AJB AND CO-COUNSEL			
01/20/21	ND	REVIEW AND ANALYZE 3 CLIENT'S WORKWEEKS AND INDIVIDUAL SETTLEMENT AMOUNTS UNDER PROPOSED SETTLEMENT. REVIEW AND ANALYZE MOU TERMS. SEND MOU FOR SIGNATURE TO THREE CLIENTS FOR EXECUTION. CALLS WITH 3 CLIENTS TO DISCUSS SETTLEMENT TERMS AND PROCESS OF PAYOUT. FOLLOW UP EMAILS AND CALLS FOR THEIR SIGNATURES AND TO EXPLAIN PAGA PENALTY CLAIMS.	2.90	695	2,015.50
01/25/21	JH	CORRESPONDENCE WITH COURT RE STATUS CONFERENCE; DRAFT AND SERVE NOTICE OF CONTINUED STATUS CONFERENCE	0.70	550	385.00
01/26/21	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL	0.40	550	220.00
01/26/21	NBB	DRAFT PAGA APPROVAL MOTION DOCS, REVIEW LAW, ANALYZE, ADVISE RE.	3.50	795	2,782.50
02/01/21	NBB	REVIEW PAGA APPROVAL MOTION FOR APPROVAL ISSUES. ANALYZE, ADVISE KN.	2.50	795	1,987.50
02/03/21	RE	REVIEW FILE; REVIEW MOU AND RELATED CASES RE LONG FORM SETTLEMENT AGREEMENT.	1.00	475	475.00
02/03/21	RE	BEGIN DRAFTING LONG FORM PAGA SETTLEMENT AGREEMENT	3.00	475	1,425.00
02/04/21	RE	CONTINUE DRAFTING LONG FORM PAGA SETTLEMENT AGREEMENT	2.50	475	1,187.50
02/06/21	RE	DRAFT LONG FORM SETTLEMENT AGREEMENT (CONT)	1.20	475	570.00
02/08/21	RE	DRAFT LONG FORM SETTLEMENT AGREEMENT	1.80	475	855.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/08/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE DISCOVERY	0.40	550	220.00
02/11/21	JH	REVIEW AND REVISE NOTICE OF SETTLEMENT; CIRCULATE TO CO-COUNSEL	0.40	550	220.00
02/11/21	RE	FINISH DRAFT OF LONG FORM PAGA SETTLEMENT AGREEMENT; FORWARD TO NB FOR REVIEW	3.75	475	1,781.25
02/11/21	RE	CONFER W KN AND NB RE DRAFTING OF SECOND AMENDED COMPLAINT	0.50	475	237.50
02/11/21 15	KN	REVIEW SETTLEMENT PROCESS AND PLAN; REVIEW JUDGE ORDERS AND RULES; WORK RE AMENDED COMPLAINT	1.00	750	750.00
02/12/21	RE	CONFER W NB, KN AND ND RE INDIVIDUAL SETTLEMENT AGREEMENT(S)	0.50	475	237.50
02/12/21	NBB	REVIEW PAGA SETTLEMENT AGREEMENT. ANALYZE RE LAW AND DOCS.	3.00	795	2,385.00
02/15/21	NBB	REVIEW SETTLEMENT AGREEMENT, ANALYZE, ADVISE KN.	2.50	795	1,987.50
02/15/21 15	KN	REVIEW ISSUES RE SETTLEMENT; MEMO TO ADMIN; REVIEW DRAFT AGREEMENT	1.50	750	1,125.00
02/16/21	RE	DRAFT INDIVIDUAL SETTLEMENT AGREEMENT RE PAULA GARCIA	2.00	475	950.00
02/17/21	RE	DRAFT INDIVIDUAL SETTLEMENT AGREEMENT RE PAULA GARCIA; FORWARD TO NB	4.25	475	2,018.75
02/17/21	ND	REVIEW AND REVISE INDIVIDUAL SETTLEMENT AGREEMENT.	0.80	695	556.00
02/18/21	RE	CONFER W NB AND KN RE MOTION TO APPROVE PAGA SETTLEMENT; TIMING	0.30	475	142.50
02/18/21	NBB	REVIEW DOCS, ANALYZE RE PAGA APPROVAL MOTION. ADVISE KN.	2.50	795	1,987.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/18/21 17	KN	REVIEW & REVISE DRAFT AGREEMENT; EMAIL CO-COUNSEL	2.50	750	1,875.00
02/19/21	JH	REVIEW AND ANALYZE DRAFT PAGA SETTLEMENT AGREEMENT	0.50	550	275.00
03/01/21 17	KN	REVIEW & REVISE DRAFT AGREEMENT; EMAIL DEF	2.50	750	1,875.00
03/10/21 16	KN	REVISE DRAFT AGREEMENT; EMAIL COUNSEL	0.75	750	562.50
03/11/21	JH	REVIEW/ANALYZE AND REVISE DRAFT JOINT CMC STMT	0.50	550	275.00
03/15/21 15	KN	REVIEW STATUS AND EMAILS; RESPOND	0.50	750	375.00
03/18/21	RE	REVIEW FILE; BEGIN DRAFTING SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT; FOR SETTLEMENT PURPOSES	2.75	475	1,306.25
03/25/21	RE	DRAFT SECOND AMENDED PAGA ONLY COMPLAINT	3.50	475	1,662.50
03/25/21	PM	ADVISE RE RE TIMING FOR FILING OF AMENDED COMPLAINT/PAGA NOTICE.	0.40	550	220.00
03/26/21	RE	DRAFT SECOND AMENDED PAGA ONLY COMPLAINT (FOR SETTLEMENT PURPOSES)	2.75	475	1,306.25
03/28/21	RE	DRAFT SECOND AMENDED PAGA ONLY COMPLAINT; REVIEW	1.75	475	831.25
03/29/21	RE	EDIT DRAFT PAGA ONLY SAC; CONFER W JH RE PAGA ISSUES/AMENDED PAGA NOTICE(S); EMAIL TO TEAM WITH STATUS OF DRAFT SAC	1.00	475	475.00
03/29/21	RE	REVIEW DRAFT SECOND AMENDED PAGA ONLY COMPLAINT; MAKE FINAL EDITS; EMAIL TO CO-COUNSEL ATTACHING CLEAN AND REDLINE VERSIONS	1.25	475	593.75
04/06/21	JH	REVIEW AND ANALYZE FURTHER REVISIONS TO SETTLEMENT	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AGREEMENT			
04/06/21	RE	REVIEW & ANALYZE EDITED DRAFT/REDLINE PAGA ONLY SECOND AMENDED COMPLAINT FORWARDED BY CO-COUNSEL.	0.50	475	237.50
04/06/21 17	KN	REVIEW & REVISE AGREEMENT; EMAIL COUNSEL	2.50	750	1,875.00
04/09/21	RE	REVIEW DRAFT SAC REDLINE FROM CO-COUNSEL AGAIN; EMAIL TO KN RE EXTRA REPS/POTENTIAL AMENDED PAGA LETTER	0.50	475	237.50
04/16/21	JH	REVIEW DRAFT NOTICE AND DRAFT INDIVIDUAL SETTLEMENT AGREEMENT; REVIEW AND REVISE JOINT STATUS REPORT	0.70	550	385.00
04/16/21	RE	REVIEW FILE; BEGIN DRAFTING MOTION TO APPROVE PAGA SETTLEMENT	3.50	475	1,662.50
04/17/21 17	KN	REVIEW & REVISE AGREEMENT; EMAIL COUNSEL	1.20	750	900.00
04/19/21	RE	DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT	5.50	475	2,612.50
04/20/21	RE	FINISH FIRST DRAFT OF MOTION TO APPROVE PAGA SETTLEMENT	1.00	475	475.00
04/20/21	RE	DRAFT PROPOSED ORDER RE MOTION TO APPROVE PAGA SETTLEMENT	0.75	475	356.25
04/20/21	RE	REVIEW FILE; EMAIL TO KN RE (1) STATUS OF INDIVIDUAL SETTLEMENT AGREEMENTS (2) AMENDED PAGA NOTICES FOR NEW PLAINTIFFS (3) STATUS OF DEFENSE REVIEW OF SAC	0.50	475	237.50
04/20/21	RE	EMAIL TO DEFENSE COUNSEL RE PAGA ONLY SAC DRAFT	0.40	475	190.00
04/20/21	RE	EMAIL TO TEAM ODD RE AMENDED PAGA NOTICE AND NEXT STEPS TO FINALIZE SETTLEMENT IE SAC, STIPULATION TO AMEND, DISMISSAL	0.40	475	190.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		OF GARCIA ETC.			
04/20/21	NBB	REVIEW AGREEMENT, FINAL, ANALYZE.	2.00	795	1,590.00
04/28/21 17	KN	REVIEW & REVISE NOTICE FOR SETTLEMENT	1.00	750	750.00
05/05/21 17	KN	REVIEW & REVISE NOTICE FOR FINAL; FINAL EXHIBIT 1; REVIEW SPREADSHEET; EMAIL COUNSEL	2.00	750	1,500.00
05/06/21 17	KN	REVIEW & REVISE EXHIBITS; FINAL AGREEMENT; FINAL EXHIBITS	1.80	750	1,350.00
05/10/21	AR	TELECONFERENCE WITH CTL REGARDING AMENDED PAGA NOTICE.	0.40	475	190.00
05/10/21	AR	TELECONFERENCE WITH RE REGARDING STATUS OF SAC AND SETTLEMENT AGREEMENT.	0.30	475	142.50
05/10/21	AR	REVIEW FILE AND OUTLINE PROPOSED SAC; DRAFT AMENDED PAGA NOTICE.	0.80	475	380.00
05/10/21	RE	CONFER W ATTORNEY A RONAN RE AMENDED PAGA NOTICE FOR NEW PLAINTIFFS IN AMENDED COMPLAINT	0.40	475	190.00
05/10/21	CL	DISCUSSION WITH A. RONAN RE: AMENDED PAGA NOTICE AND REVISIONS TO FIRST AMENDED COMPLAINT.	0.40	495	198.00
05/10/21	KN	PREPARE SIGNED AGREEMENT WITH EXHIBITS; EMAILS WITH STAFF RE NEXT STEPS	0.75	750	562.50
05/11/21	RE	EDIT SECOND AMENDED COMPLAINT PER SUGGESTIONS FROM C. TRAN	0.50	475	237.50
05/11/21	RE	REVIEW FILE; DRAFT STIPULATION FOR LEAVE TO FILE SECOND AMENDED PAGA ONLY ACTION FOR SETTLEMENT PURPOSES; FORWARD DRAFT TO DEFENSE COUNSEL FOR REVIEW AND COMMENT	1.50	475	712.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/11/21 17	KN	REVIEW & REVISE MOTION AND PROPOSED ORDER; EMAIL DEF	1.50	750	1,125.00
05/13/21	RE	REVIEW REVISED STIP FOR LEAVE TO AMEND; ACCEPT REDLINE CHANGES; REVIEW SAC WITH REDLINES; ACCEPT CHANGES; EMAIL TO DEFENSE COUNSEL RE SAME	0.50	475	237.50
05/13/21	RE	EMAIL TO CO COUNSEL RE STIPULATION FOR LEAVE TO AMEND, SAC AND AMENDED PAGA NOTICES; FORWARD COPY OF CURRENT DRAFTS OF STIP AND SAC; FORWARD EXHIBITS TO STIP AND SAC	0.40	475	190.00
05/13/21 15	KN	REVIEW REVISED MOTION DOCS AND SAC; EMAIL COUNSEL AND STAFF	0.75	750	562.50
05/14/21	JH	REVIEW AND ANALYZE DRAFT AMENDED PAGA LETTER; DISCUSS WITH AR	0.50	550	275.00
05/14/21	AR	REVIEW FINAL SECOND AMENDED COMPLAINT; REVISE AMENDED PAGA NOTICE; DRAFT CORRESPONDENCE REGARDING THE SAME.	0.60	475	285.00
05/14/21	AR	TELECONFERENCE WITH RE REGARDING AMENDED PAGA NOTICE AND FILING OF SAC; DRAFT FOLLOW UP CORRESPONDENCE.	0.60	475	285.00
05/14/21	AR	ATTEMPT UPLOAD TO LWDA WEBSITE; TELECONFERENCE WITH NDB REGARDING THE SAME; FOLLOW UP CORRESPONDENCE WITH CO-COUNSEL.	1.00	475	475.00
05/14/21 15	KN	REVIEW FINAL STIP AND SAC; REVIEW EMAILS	0.30	750	225.00
05/17/21	AR	REVIEW FILE FOR STATUS OF STIPULATION AND SAC; DRAFT SUMMARY CORRESPONDENCE REGARDING NOTICE FROM OPPOSING COUNSEL AND STATUS OF PAGA FILINGS.	0.50	475	237.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/04/21	RE	CONFER W AR RE DISMISSAL OF GARCIA CASE; REVIEW DRAFT DISMISSAL REQUEST AND DECLARATION; EMAIL TO AR	0.50	475	237.50
06/04/21	JH	DISCUSS REQUEST FOR DISMISSAL WITH AR	0.30	550	165.00
06/04/21	AR	REVIEW FILE AND OUTLINE SETTLEMENT AGREEMENT, DRAFT REQUEST FOR DISMISSAL, DECLARATION IN SUPPORT, AND PROOF OF SERVICE; FILE AND SERVE.	1.20	475	570.00

TOTAL BILLED HOURS

A.J.BHOWMIK	28.50 hr @ 725.00	\$ 20,662.50
ANDREW RONAN	5.70 hr @ 475.00	\$ 2,707.50
CHRISTINE LEVU	0.40 hr @ 495.00	\$ 198.00
HEATHER DROSI	2.20 hr @ 250.00	\$ 550.00
JEFF HERMAN	31.90 hr @ 550.00	\$ 17,545.00
JACKLAND HOM	6.10 hr @ 295.00	\$ 1,799.50
KYLE NORDREHAUG	20.55 hr @ 750.00	\$ 15,412.50
NORMAN BLUMENTHAL	32.25 hr @ 795.00	\$ 25,638.75
NICK DEBLOUW	47.10 hr @ 695.00	\$ 32,734.50
PIYA MUKHERJEE	0.40 hr @ 550.00	\$ 220.00
RICO EHMANN	68.35 hr @ 475.00	\$ 32,466.25
SCOTT BLUMENTHAL	21.60 hr @ 325.00	\$ 7,020.00

TOTAL PROFESSIONAL SERVICES

265.05

\$156,954.50

COSTS ADVANCED

11/20/19	PAGA FILING FEE.	75.00
02/15/20	ONE LEGAL FILING FEE	1,697.36
03/15/20	ONE LEGAL FILING FEE	125.50
03/30/20	KNOX ATTORNEY SERVICES	116.95
06/16/20	FILING FEE	125.25
06/26/20	FEE FOR PULLING DOCUMENTS FROM DOCKET (FAC)	30.50
06/27/20	FILING FEE	305.25
07/09/20	COURTCALL	94.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
07/20/20	ONELEGAL FILING FEE	202.50
07/28/20	JAMS MEDIATION FEE.	6,450.00
01/22/21	COURT CALL - TELEPHONIC APPEARANCE	94.00
02/07/21	BERGER CONSULTING GROUP	540.00
06/07/21	MOTION FILING FEE	<u>60.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 9,916.31</u>
TOTAL CURRENT CHARGES		<u>\$166,870.81</u>

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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