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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CARLOS CHACON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

EXEMPLIS LLC, a California limited liability
company; and DOES 1 through 100, inclusive,
Defendants.

Case No. 30-2020-01157341-CU-OE-CXC

*[Assigned for All Purposes to Hon. Randall J.
Sherman, CX105]*

**DECLARATION OF SCOTT M. LIDMAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
AND REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
AWARD**

Date: August 27, 2021
Time: 10:00 a.m.
Dept.: CX105

Reservation No.: 73578931

Complaint Filed: August 27, 2020
Trial Date: None Set

DECLARATION OF SCOTT M. LIDMAN IN SUPPORT OF PLAINTIFF'S MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Carlos Chacon (“Plaintiff”) in the above-captioned matter. I am a member in good
4 standing of the bar of the State of California and am admitted to practice in this Court. I have personal
5 knowledge of the facts stated in this declaration and could testify competently to them if called upon to
6 do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
9 firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm
13 in the world exclusively devoted to representing management in employment, employee benefits and
14 labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones
17 Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work
18 at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In
19 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the
20 end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my
21 time working on wage and hour class actions venued in both state and federal courts. During that time
22 and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour
23 matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
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1 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
2 motions; arguing discovery related motions; drafting motions to consolidate related matters;
3 interviewing putative class members and obtaining declarations in connection with class certification;
4 drafting oppositions to motions for class certification; drafting motions for decertification following
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
8 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
10 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
11 matter through and beyond class certification. I also supervised the work of several junior attorneys
12 who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
14 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.

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27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of
28 Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
2 United States District Court, Central District of California, Honorable Percy
3 Anderson, presiding.
- 4 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
5 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 6 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
10 States District Court, Central District of California, Honorable Percy Anderson,
11 presiding.
- 12 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
13 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 14 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
15 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 16 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
17 KSC, United States District Court, Southern District of California.⁴
- 18 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
19 of Solano, Honorable Paul Berman, presiding.
- 20 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
21 Superior Court, County of Orange, Honorable William Claster, presiding.
- 22 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
23 Superior Court, County of Orange, Honorable William Claster, presiding.
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26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

27 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

28 ⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United States District Court, Southern District of California, Honorable John A. Houston, presiding.
- ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Northern District of California.
- ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Jeffrey B. Barton, presiding.
- ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior Court, County of Santa Clara.
- ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court, County of Los Angeles, Honorable Terry Green, presiding.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

► *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior Court, County of San Francisco.

► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District Court, Northern District of California, Honorable Richard Seeborg, presiding.

7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout California, with several of them having been removed to Federal courts. I believe that my professional experience renders me more than qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my career involving similar claims, including the wage and hour class actions identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,

Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; and *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding.

9. As co-lead counsel for Plaintiff, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a reasonable result for the Aggrieved Employees.

10. Exemplis LLC (“Exemplis” or “Defendant”) manufactures custom designed chairs.

1 11. On June 22, 2020, Plaintiff provided written notice to the LWDA and Exemplis
2 asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the
3 California Labor Code including: (1) failure to pay all overtime wages owed; (2) failure to pay all
4 minimum wages owed; (3) failure to provide all legally required meal periods; (4) failure to authorize
5 and permit all rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to pay
6 all earned wages at least twice during each calendar month; and (7) failure to maintain accurate records.
7 A true and correct copy of the LWDA letter is attached hereto as **Exhibit 1**. On August 27, 2020, after
8 exhausting his administrative requirements, Plaintiff filed a representative action against Exemplis
9 alleging a single cause of action for civil penalties under PAGA.

10 12. Prior to the Parties' scheduled mediation on May 3, 2021, Exemplis produced
11 information and documents pertaining to Plaintiff and other Aggrieved Employees, including an
12 approximate 50% sampling of timekeeping records and the entire payroll data for the Aggrieved
13 Employees, employee handbooks, wage and hour policies and other relevant documents and
14 information for the underlying claims. Plaintiff received a random sample of timekeeping records for
15 approximately 271 employees which is approximately 50% of the Aggrieved Employees. Plaintiff
16 contends that a 50% sampling of timekeeping records is statistically significant and reliable for
17 purposes of evaluating a potential settlement. In addition to the sampling of timekeeping records,
18 Plaintiff was provided with the payroll records for the entire group of Aggrieved Employees. This
19 data, coupled with the applicable employee handbooks and policies, enabled Plaintiff to extrapolate
20 the civil penalties owed for potential meal and rest and unpaid wages violations. Indeed, after the
21 detailed review of the payroll and time records analysis and other documents and policies produced by
22 Exemplis, Plaintiff's Counsel drew on their extensive experience in similar cases to assess the strengths
23 and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value
24 of Plaintiff's claims and defenses thereto, if a settlement could not be reached.

25 13. On May 3, 2021, after extensive research and analysis, a mediation was held with Marc
26 Feder, a well-respected wage and hour class and representative action mediator. During mediation, the
27 Parties vigorously debated their opposing legal positions, the likelihood of Plaintiff proceeding on a
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representative basis, and the legal basis for the claims and defenses. Ultimately, the Parties agreed in principle on a settlement that would resolve this matter in its entirety. In the weeks that followed, the parties finalized the terms of settlement and executed the Settlement Agreement (“Settlement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**. The Proposed Notice of PAGA Settlement and Release of Claims is attached as Exhibit A to the Settlement.

14. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount:	\$250,000.00
Minus Court-approved attorneys’ fees (1/3):	\$83,333.33
Minus Court-approved attorneys’ costs:	\$20,613.31
Minus Court-approved enhancement award:	\$5,000.00
Minus settlement administrator costs:	\$3,750.00
Net Settlement Amount:	\$137,303.36

Net Settlement Amount:	\$137,303.36
75% to LWDA	\$102,977.52
25% to Aggrieved Employees	\$34,325.84

Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days of the Effective Date, which is the later of (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the Approval Order is affirmed, the day after the last date for filing a request for further review of the decision passes and no further review is requested; (3) if an appeal is filed and further review of the decision affirming the Approval Order is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement. *See* Settlement, ¶ III.2.

15. According to Exemplis, there are approximately 563 Aggrieved Employees defined as “all current and former hourly, non-exempt employees of Defendant Exemplis LLC who worked in California at any time from June 22, 2019 through the sooner of (1) the date the Court grants approval of this settlement or (2) the date the pay periods in the PAGA Period increase 15% of 18,329 (which is 21,079).” The Aggrieved Employees, including Plaintiff, worked a total of approximately 17,423

1 pay periods worked by the aggrieved employees during the PAGA period. The average individual
2 payment to each Aggrieved Employees is estimated to approximately \$60.97 (and will vary based on
3 an employee's actual length of employment). Additionally, the lowest estimated recovery is \$1.97 (an
4 employee working only one (1) pay period) and the highest estimated recovery is \$112.29.⁶

5 16. As described in the accompanying Motion for Approval, Plaintiff alleges that Exemplis
6 failed to properly compensate Plaintiff and other non-exempt employees for all of their time worked.
7 Specifically, for at least a portion of the time period relevant to his claims, Plaintiff alleges he received
8 non-discretionary incentive bonuses, based on number of chairs produced each day, and/or other forms
9 of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the
10 aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Exemplis'
11 payment of Incentive Pay to Plaintiff, Plaintiff alleges Exemplis failed to include all forms of Incentive
12 Pay when calculating Plaintiff's regular rate of pay, thereby causing Plaintiff to be underpaid all of his
13 required overtime wages. In addition to miscalculating Plaintiff's regular rate of pay, and as a result
14 of Exemplis' policies and practices of automatically deducting time from Plaintiff's work time for
15 purported meal periods, irrespective of whether or not a meal period was actually taken, Plaintiff was
16 systematically underpaid for all hours worked. As such, Plaintiff and other non-exempt employees
17 were not compensated for all required overtime wages. Accordingly, pursuant to Labor Code section
18 558, to the extent the rounding resulted in unpaid overtime wages, Plaintiff calculated Exemplis'
19 exposure at \$1,506,800 ((478 x \$100 initial violation) + (5,836 x \$250 subsequent violation)).

20 17. Exemplis counters that it properly compensated Plaintiff and all other non-exempt
21 employees for all of their time worked. Exemplis also contends that any bonuses paid to Aggrieved
22 Employees were included in the regular rate for purposes of overtime, and that the Court would utilize
23 its discretion to reduce any potential penalties. In light of these defenses, Plaintiff discounted the
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25 ⁶ There are approximately 17,423 pay periods. Therefore, dividing the amount to Aggrieved Employees of
26 \$34,325.84 by 17,423 = approximately \$1.97 per pay period. The lowest amount worked by an employee based
27 on the data produced in connection with mediation was one pay period, meaning the lowest estimated amount of
28 recovery would be \$1.97. The highest amount would be \$112.29, based on the Aggrieved Employee working
the entire time period of June 22, 2019 through August 27, 2021 (the date for the hearing for approval), which is
114 workweeks and 57 bi-weekly pay periods.

1 maximum recovery on this claim by 90% to account for the risk that Exemplis could prevail in its
2 defenses, to arrive at a projected total of \$150,680.00.

3 18. Plaintiff alleges that Defendant failed to provide all legally required meal periods to him
4 and the other non-exempt employees. Specifically, Plaintiff alleges that Exemplis used a bell to signify
5 the start of a meal period at 11:00 a.m. and the stop of a meal period at 11:30 a.m. Exemplis required
6 employees to be at their workstations ready to resume work by the time the bell signifying the end of
7 a meal period rang, which resulted in a meal period of less than 30 minutes. Plaintiff also alleges that
8 Exemplis required Plaintiff and other non-exempt employees to remain on the premises during meal
9 periods and upon information and belief, during at least a portion of the relevant time period, Exemplis
10 would automatically deduct thirty (30) minutes from Plaintiff's hours worked regardless of whether or
11 not a meal period was actually taken. Based on the records produced in connection with mediation,
12 Exemplis had what appeared to be in the records at least one meal period violation in approximately
13 all of the 17,423 pay periods during the relevant time period. As such, pursuant to Labor Code section
14 558, Plaintiff calculated Exemplis' exposure at \$1,714,150.00 ((563 x \$50 initial violation) + (16,860
15 x \$100 subsequent violation)).

16 19. Exemplis counters that it has always provided non-exempt employees with an
17 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
18 employee timekeeping records were solely the result of employee choice, rather than any policy or
19 practice of Defendant such that they do not trigger any liability. Exemplis points out that it is only
20 required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and
21 that they have always done so. Exemplis contends that the second bell signifies employees to begin
22 returning to their workstations not that the employees had to be at their workstations at that time.
23 Exemplis also contends that Plaintiff could not recover the \$100 civil penalty for "subsequent
24 violations" because it did not have notice of any initial violation. Lastly, Exemplis contends that the
25 Court would use its discretion provided for in the PAGA to reduce the maximum penalty exposure due
26 to its good faith efforts to comply with applicable law. In light of these defenses, Plaintiff discounted
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1 the maximum recovery on this claim by 80% to account for the risk that Exemplis could prevail in its
2 defenses, to arrive at a projected total of \$342,830.00.

3 20. Plaintiff alleges that Exemplis failed to authorize and permit all legally required rest
4 periods. Specifically, Plaintiff alleges that Exemplis' rest period policy as written in its Employee
5 Handbook states that its employees must remain on company premises. Therefore, Plaintiff alleges
6 there was at least one rest period violation in every pay period. As such, pursuant to Labor Code
7 section 558, Plaintiff calculated Exemplis' exposure at \$1,714,150.00 ((563 x \$50 initial violation) +
8 (16,860 x \$100 subsequent violations)).

9 21. Exemplis counters contends it has always maintained and enforced lawful rest period
10 policies and practices, and that Plaintiff and other non-exempt employees were authorized and
11 permitted to take all off-duty rest periods in compliance with California law. Exemplis also contends
12 that its written rest period policy changed in 2020 and for the entire relevant time period it allowed its
13 non-exempt employees to leave the work premises during rest periods. Exemplis also contends that
14 Plaintiff could not recover the \$100 civil penalty for "subsequent violations" because it did not have
15 notice of any initial violation. Lastly, Exemplis contends that the Court would use its discretion
16 provided for in the PAGA to reduce the maximum penalty exposure due to its good faith efforts to
17 comply with applicable law especially since Exemplis changed its rest period policy in 2020. In light
18 of these defenses, Plaintiff discounted the maximum recovery on this claim by 85% to account for the
19 risk that Exemplis could prevail in its defenses, to arrive at a projected total of \$257,122.50.

20 22. As Plaintiff's PAGA claim was based on the underlying failure to pay all overtime
21 wages, meal and rest period premiums and deficient wage statements, Plaintiff asserts PAGA penalties
22 for each Aggrieved Employee for each pay period in the PAGA limitations period. As discussed above,
23 Plaintiff alleges there are 17,423 pay periods in with at least one of the underlying violations.
24 Therefore, pursuant to Labor Code § 226.3 and only applying the initial violation rate \$250, the
25 estimated exposure is \$4,355,750.00 (17,423 pay periods x \$250 initial violation).

26 23. Exemplis argues that Plaintiff's underlying claims will fail and, as a result, the wholly
27 derivative wage statement claim will also fail. Exemplis also argues that meal and rest period claims
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cannot support a claim for wage statement penalties. Further, Exemplis contends that the “second violation” should not be applied where the LWDA has not previously cited Exemplis. Finally, Exemplis also argues that since the primary allegations in this case are that Exemplis failed to pay all overtime wages and provide all meal and rest periods, imposing multiple penalties based on different Labor Code section under derivative theories of liability for the same conduct would be inappropriate and unfair. As such, Plaintiff discounted that figure by 90% to account for the risk of losing on the merits and for the risk of the Court reducing penalties, to arrive at a realistic recovery for Aggrieved Employees of \$435,575.00.

24. Based on the sum of the foregoing estimated figures, Plaintiff predicts the realistic total recovery for the Aggrieved Employees to be approximately \$1,186,207.50, and that is even assuming the Court would allow the “stacking” of PAGA penalties for various Labor Code violations. The proposed settlement of \$250,000.00 therefore represents approximately 21.1% of the realistic total recovery for Aggrieved Employees and avoids the risks of proceeding through trial.

25. My firm and co-counsel’s firms request one-third of the GSA or \$83,333.33 in attorneys’ fees, and a total of \$20,613.31 (including costs associated with filing the instant motion) in actual litigation costs. This fee request is consistent with my firm and co-counsel’s experience in similar wage-and-hour class and PAGA matters. My firm and/or co-counsel’s firms conducted extensive legal research regarding the merits of Plaintiff’s claims, Plaintiff’s ability to recover penalties under the PAGA, and Defendant’s potential defenses. My firm and co-counsel’s firms also analyzed the data and information produced informally prior to mediation, prepared an exposure analysis on the PAGA penalties, and participated in mediation. My firm and co-counsel’s firms Counsel also expended significant additional effort in preparing subsequent settlement documents, this Motion for settlement approval, and supporting declarations, and will oversee the settlement administration process.

26. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and

federal law, as well as the procedural law of class action litigation. This case involved nuanced legal issues regarding both substantive and procedural law, including complex issues with respect to providing meal periods and the propriety of statutory penalties.

27. My law firm maintains records of our hours worked on this case by billing our time in increments of one-tenth (1/10) of an hour into a timekeeping system. I access the timekeeping system regularly for purposes of assessing the number of attorney and paralegal hours worked for each case that my law firm handles. I relied on the timekeeping records for this case to prepare this declaration. A true and correct copy of my law firm's billing records are attached hereto as **Exhibit 3**. The report is partially redacted to protect attorney-client communications and attorney work product.

28. Plaintiff's Counsel have a lodestar of \$93,152.50 without the use of any multiplier, which is approximately 1.12 times more than the \$83,333.33 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case. My co-counsel's billing records and summary are discussed in the Declaration of Paul K. Haines filed in support of this motion.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	48.40	\$36,300.00
Elizabeth Nguyen (16th Year Attorney)	\$650	25	\$16,250.00
Milan Moore (6th Year Attorney)	\$400	79.70	\$31,880.00
Paralegals	\$175	10.10	\$1,767.50
Total Lodestar			\$86,197.50

29. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr. Haines' proposed hourly rate of \$650, and Ms. Moore's proposed hourly rate of \$400 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee

awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit 4**.

30. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008); *see also, In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award); *Chavez v. Saticoy Lemon Ass'n*, Case No. 56-2015-00468600-CU-OE-VTA, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) (approving attorneys' fees of one-third of settlement fund in representative PAGA settlement)..

31. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

32. Being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

33. Plaintiff has provided written approval of the split of attorneys' fees in this action: 46.5% to Haines Law Group, APC, 31% to Lidman Law, APC, 22.5% to Michael Burgis & Associates, PC. Michael Burgis & Associates, PC is the referring attorney.

1 34. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
2 dedicated substantial resources to this litigation, including expending a total of \$20,613.31 (including
3 costs associated with the instant motion) in actual litigation costs, without receiving any compensation
4 to date. A true and correct copy of my firm's and Haines Law Group's costs summary in this matter
5 is attached hereto as **Exhibit 5**. My office and co-counsel conducted legal research regarding the merits
6 of Plaintiff's claims, the ability to recover penalties under the PAGA, and Exemplis' potential defenses.
7 My office also analyzed the data and information produced informally prior to mediation, prepared an
8 exposure analysis on the PAGA penalties, and participated in mediation. My office also expended
9 significant additional effort in preparing subsequent settlement documents, this Motion for settlement
10 approval, and supporting declarations, and will oversee the settlement administration process.

11 35. Plaintiff also seeks an enhancement award of \$5,000.00, which is reasonable given
12 Plaintiff's efforts in this case and the risks he undertook on behalf of the Aggrieved Employees, in
13 addition to his broader general release of claims which other Aggrieved Employees are not agreeing
14 to, Plaintiff provided substantial factual information and documents to my firm and co-counsel's firms,
15 and attended multiple meetings. Plaintiff also made himself available on the day of the mediation, and
16 responded to all questions that I had as various issues arose. Further, Plaintiff put his future
17 employment prospects at risk by becoming a representative, as the fact that he filed a lawsuit "is
18 searchable on the internet and may become known to prospective employers when evaluating" them
19 for employment. Additionally, Plaintiff agreed to a general release and a 1542 waiver.

20 36. Although the Parties had not yet engaged in substantial formal discovery, the Parties
21 did commit to an extensive exchange of informal documents and information in association with
22 mediation. Preparation for trial remained for the parties as well as the prospect of appeals in the wake
23 of a summary judgment ruling for either party. As a result, the Parties would incur considerably more
24 attorneys' fees and costs through trial. This settlement avoids those risks and the accompanying
25 expense.

37. On August 2, 2021, Plaintiff submitted the proposed Settlement to the LWDA pursuant to Labor Code § 2699(1)(2). A true and correct copy of the confirmation is attached hereto as **Exhibit 6**.

38. As of the date of the filing of the instant Motion, I am not aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be an Aggrieved Employee.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 2, 2021, at El Segundo, California.


Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

June 22, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Exemplis LLC
c/o CT Corporation System, Registered Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Exemplis LLC
6415 Katella Avenue
Cypress, CA 90630

Re: *Carlos Chacon v. Exemplis LLC*

To Whom It May Concern:

Please be advised that this law firm represents Carlos Chacon in claims arising from his employment with Exemplis LLC (“Defendant”). Mr. Chacon is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all former and current employees of Defendant who were classified as non-exempt and have worked for Defendant during the one year preceding the date of this letter through the present date.

Mr. Chacon, a current employee, was hired by Defendant as a non-exempt employee in on or about August 1, 2016 at Defendant’s facility in Buena Park, California. During his employment with Defendant, Mr. Chacon was generally scheduled to work from 6:00 a.m. – 2:30 p.m., Monday through Friday.

Throughout Mr. Chacon’s employment with Defendant, Mr. Chacon was not provided all legally required meal periods due to Defendant’s meal period policies and practices. Specifically, Defendant used a bell to signify the start of a meal period at 11:00 a.m. and the stop of a meal period at 11:30 a.m. Defendant required employees to be at their work stations ready to resume work by the time the bell signifying the end of a meal period rang, which resulted in a meal period of less than 30 minutes. As such, Mr. Chacon and other non-exempt employees were required to spend part of their meal period preparing to work. Further, because Mr. Chacon would often clock in early and begin his shift before

6:00 a.m., any meal periods which commenced at 11:00 a.m. were untimely as they started after the end of his fifth hour of work. Lastly, Defendant required Mr. Chacon and other non-exempt employees to remain on the premises during meal periods. Requiring Mr. Chacon and other non-exempt employees to remain on the premises for meal periods rendered any meal periods allegedly provided unlawful because they were unable to use the time as they saw fit and remained under Defendant's direction and control. Additionally, upon information and belief, during at least a portion of the class period, Defendant would automatically deduct thirty (30) minutes from Mr. Chacon's hours worked regardless of whether or not a meal period was actually taken.

Moreover, Defendant's meal period policies and procedures failed to provide Mr. Chacon and other non-exempt employees with a second meal period when they worked shifts in excess of 10.0 hours. Defendant's policies and practices resulted in the failure by Defendant to provide lawful and duty-free meal periods and failure to pay wages (including minimum and overtime wages) to Mr. Chacon and other non-exempt employees.

Although Mr. Chacon was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Chacon with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief during at least a portion of the class period, Defendant maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to Mr. Chacon and their non-exempt employees.

Mr. Chacon was also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit duty-free rest periods for every four hours worked, or *major fraction thereof*. Specifically, Defendant required Mr. Chacon and the other non-exempt employees to remain on the premises during their rest periods. Because Defendant's rest period policy or practice requires employees to remain on the work premises during rest periods, Defendant's rest period policy fails to relinquish control over how employees spend their time during rest periods in violation of California law. As a result, Defendant's rest period policy fails to authorize and permit legally-compliant duty-free rest periods.

Although Mr. Chacon was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Chacon with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief, during at least a portion of the class period, Defendant maintained no payroll code or other mechanism for paying rest period premiums when Defendant failed to provide a legally compliant rest period.

During his employment with Defendant, Mr. Chacon routinely worked in excess of eight hours per workday and/or more than forty hours per workweek, but did not receive overtime compensation equal to one and one-half times his regular rate of pay for working overtime hours. Specifically, for at least a portion of the time period relevant to his claims, Mr. Chacon received non-discretionary incentive bonuses, based on number of chairs produced each day, and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendant's payment of Incentive Pay to Mr. Chacon, Defendant failed to include all forms of Incentive Pay when calculating Mr. Chacon's regular rate of pay, thereby causing Mr. Chacon to be underpaid all of his required overtime wages. Rather,

Mr. Chacon was only paid one and a half times (or two times in the case of double-time hours) his base hourly rate, which was not equal to his regular rate, as Defendant failed to include the various forms of Incentive Pay earned during corresponding time periods that were required to be included in the regular rate.

In addition to miscalculating Mr. Chacon's regular rate of pay, and as a result of Defendant's policies and practices of automatically deducting time from Mr. Chacon's work time for purported meal periods, irrespective of whether or not a meal period was actually taken, Mr. Chacon was systematically underpaid for all hours worked. This practice resulted in Mr. Chacon and other non-exempt employees not being paid all wages, including minimum and overtime wages.

As a result of Defendant's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Chacon.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Chacon and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. Specifically, Defendant's bell schedule caused employees to spend part of their meal period preparing for work because they had to be at their work stations ready to resume work by the time the bell signifying the end of a meal period rang, which resulted in a meal period of less than 30 minutes. Further, because Mr. Chacon would often clock in early and begin his shift before 6:00 a.m., any meal periods which commenced at 11:00 a.m. were untimely as they started after the end of his fifth hour of work. Additionally, Defendant required Mr. Chacon and other aggrieved employees to remain on the premises during meal periods in violation of California law. Defendant also failed to keep track of the meal periods and automatically deducted thirty (30) minutes from Mr. Chacon's work time, irrespective of whether or not a meal period was actually taken. Further, Defendant failed to provide a second, uninterrupted, duty-free 30-minute meal periods to Mr. Chacon and other non-exempt employees who worked in excess of 10.0 hours per day. As a result, Mr. Chacon and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.")

Rest Period Violations

Defendant also failed to authorize and permit Mr. Chacon and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. Specifically, as described above, Defendant's rest period policy fails to relinquish control over how employees spend their time during rest periods in violation of California law, because Defendant required Mr. Chacon and other aggrieved employees to remain on the work premises during rest periods in violation of California law. As such, Mr. Chacon and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not

provided.”)

Minimum Wage Violations

Defendant was required to pay Mr. Chacon and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 1, § 4. Mr. Chacon and other aggrieved employees were not paid for all hours worked due to Defendant’s timekeeping and compensation practices. As alleged above, Defendant caused Mr. Chacon and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Chacon and other aggrieved employees at least minimum wages for all such hours. As explained above, Defendant had a policy or practice of automatically deducting thirty (30) minutes from Mr. Chacon’s work time for purported meal periods, thereby resulting in Mr. Chacon not being paid all wages, including minimum wages.

Overtime Violations

Defendant was required to pay Mr. Chacon and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked.” As explained above, Mr. Chacon worked overtime hours but was not properly compensated due to Defendant’s failure to include his Incentive Pay in his regular rate and automatically deducting thirty (30) minutes from his work time for purported meal periods, thereby resulting in a systematic underpayment of overtime wages.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Chacon and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, and meal and rest period premiums in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Chacon and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant’s reported data.

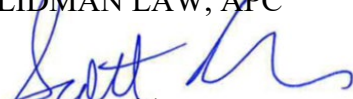
As an “aggrieved employee,” Mr. Chacon will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Chacon’s own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Chacon and other aggrieved employees all overtime compensation earned;

- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Chacon and other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Chacon and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Chacon and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Chacon and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Chacon and other aggrieved employees all earned wages at least twice during each calendar month; and
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Chacon and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Carlos Chacon (“Plaintiff”), acting in a Private Attorney General capacity, and Defendant Exemplis, LLC (“Defendant”).

I. DEFINITIONS

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

1. “Action” means the matter entitled *Carlos Chacon v. Exemplis, LLC*, Orange County Superior Court Case No. 30-2020-01157341-CU-OE-CXC and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated on or about June 22, 2020.

2. “Aggrieved Employees” means all current and former hourly, non-exempt employees of Defendant Exemplis LLC who worked in California at any time from June 22, 2019 through the sooner of (1) the date the Court grants approval of this settlement or (2) the date the pay periods in the PAGA Period increase 15% of 18,329 (which is 21,079).

3. “Defendant” means Exemplis, LLC.

4. “Complaint” means the Representative Action Complaint entitled *Carlos Chacon v. Exemplis, LLC*, Orange County Superior Court Case No. 30-2020-01157341-CU-OE-CXC originally filed on August 27, 2020.

5. “Court” means the Superior Court of California for the County of Orange.

6. “Effective Date” means the date by which this Settlement is approved as provided herein and the Court’s Approval Order becomes binding. For purposes of this Settlement Agreement, the Approval Order becomes binding upon the later of: (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the Approval Order is affirmed, the day after the last date for filing a request for further review of the decision passes and no further review is requested; (3) if an appeal is filed and further review of the decision affirming the Approval Order is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no timely possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

7. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “Gross Settlement Amount” is the non-reversionary sum of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), which represents the total amount payable under

this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's Counsel's fees and costs, payment of Plaintiff's enhancement award and payment to the Settlement Administrator for administration costs.

10. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff's Counsel's fees up to one third of the Gross Settlement Amount, currently estimated at \$83,333.33; (b) Plaintiff's verified costs up to \$25,000.00 (c) Plaintiff's enhancement award of \$5,000.00; and (d) administration costs up to \$3,750.00.

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

12. "PAGA Period" means the time period from June 22, 2019 through the earlier of (i) the date the Court grants approval of this settlement, or (ii) the date the pay periods in the PAGA Period increase 15% of 18,329 (which is 21,079).

13. "Released Parties" means Defendant and its former, present and future owners, parents, subsidiaries, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

14. "PAGA Released Claims" means any and all claims, rights, demands, liabilities and causes of action for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* against the Released Parties as pled, or could have been pled based on the facts alleged, in the operative complaint in the Action, including: (a) failure to pay all minimum wages owed (Labor Code sections 1194, 1194.2, and 1197); (b) failure to pay all overtime wages (Labor Code sections 204, 510, 558, 1194 and 1198); (c) failure to provide meal periods, or premium for non-compliant meal periods (Labor Code sections 226.7, 512 and 558); (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods (Labor Code sections 226.7, 516 and 558); (e) failure to provide accurate, itemized wage statements (Labor Code section 226), (f) failure to provide all earned wages at least twice during each calendar month (Labor Code section 204), and (g) failure to maintain accurate records (Labor Code section 1174, including any related claims for attorneys' fees, costs, or interest resulting therefrom.

15. "Parties" mean Plaintiff and Defendant, collectively.

16. "Plaintiff" means Carlos Chacon.

17. "Plaintiff's Counsel" means Scott M. Lidman, Elizabeth Nguyen, Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC.

18. "Settlement Administrator" means Phoenix Class Action Administration Solutions.

II. RECITALS

1. Plaintiff alleges that with regard to the Aggrieved Employees, Defendant: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide

legally compliant meal periods; (4) failed to authorize and permit rest periods; (5) failed to issue to accurate wage statements that included all information required by law, (6) failed to pay wages at least twice per calendar month, (7) failed to maintain accurate records, and as a result is liable for civil penalties under the PAGA.

2. On June 22, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Paragraph 1 above.

3. On August 27, 2020, Plaintiff filed the operative Complaint in the Action.

4. During the Action, the Parties engaged in informal discovery exchange prior to mediation. In response to Plaintiff's Counsel's informal discovery requests, Defendant provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim, including time punch and payroll data.

5. On May 3, 2021, the Parties participated in mediation before mediator Marc Feder, Esq. With the assistance of Mr. Feder, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

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

2. **Gross Settlement Amount.** Defendant shall pay Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) as the **non-reversionary** Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount. The payment of the Gross Settlement Amount shall be made within thirty (30) calendar days of the Effective Date, which is the later of (1) the day after the last day by which a notice of appeal of the Approval Order and/or of an order rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the Approval Order is affirmed, the day after the last date for filing a request for further review of the decision passes and no further review is requested; (3) if an appeal is filed and further review of the decision affirming the Approval Order is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (4) if review is accepted, the day after the United States or California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no timely possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding (hereafter "Effective Date"). Defendant shall make the payment to the Settlement Administrator which will then distribute all payments.

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Counsel's Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one-third (1/3) of the Gross Settlement Amount or \$83,333.33 and costs incurred in prosecuting this Action, up to \$25,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendant, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Plaintiff's Enhancement Award.** Defendant will not oppose Plaintiff's request for an enhancement award in the amount of \$5,000.00 for his service to the LWDA and the Aggrieved Employees, the risk he undertook by attaching his name to the Action and for his agreement to a general release of all known and unknown claims, including his underlying Labor Code claims. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. If the Court believes the enhancement award should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

c. **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up to \$3,750.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

4. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period.

The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

5. **Representative PAGA Release.** In his capacity as a Private Attorney General or "aggrieved employee" acting on behalf of himself, the State of California and Aggrieved Employees, and in consideration of the enhancement award awarded to him, Plaintiff hereby releases Defendant and Released Parties, from any and all of the PAGA Released Claims that arose during the PAGA Period.

6. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees may be forever barred as a matter of law from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. **Plaintiff's General Release.** In light of his enhancement award described above, Plaintiff personally agrees to release, in addition to the PAGA Released Claims, all claims, whether known or unknown, under federal law or state law, to the fullest extent permitted by law, against the Released Parties. Plaintiff further understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party

Notwithstanding the above nor anything else in this Agreement, this waiver and release does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

8. **No Right to Opt-Out.** The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Settlement.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that he has 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.

b. Plaintiff acknowledges that he has read this Settlement, that he fully understands his rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

10. **Notification to LWDA.** Plaintiff's Counsel will notify the LWDA of the settlement at the time the settlement is submitted to the court for approval, seek approval of the settlement, and perform any and all statutory tasks as required by law.

11. **Termination of Settlement.** If the Court does not approve the Settlement, if the Court does not enter judgment, as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as

otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement 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.

12. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Class Action Administration Solutions to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within twenty (20) business days of the court signing the approval order, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of pay periods worked during the PAGA Period or dates of employment, and Social Security number. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within two (2) business days of the Settlement being fully funded as provided above in section III.2, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in both English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.4., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or his Individual PAGA

Payment along with an explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

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 or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within two (2) business days of the Settlement being fully funded, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved enhancement award to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** Within fifteen (15) business days of distribution of the Settlement funds, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement 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.

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

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. This Settlement shall be deemed to have been entered into in the County of Orange, 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 shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Orange.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement 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 unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction 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. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the claims in the Action.

8. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

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

10. **Execution and Counterparts.** This Settlement is subject only to the execution of

all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. 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.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement 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 valid and enforceable.

13. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement 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 Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement 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.

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

16. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement 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 under California Code of Civil Procedure section 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

17. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, 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 this Action, 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 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 may be used in any

Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

18. **Enforcement Action**: In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: Jul 14, 2021


Carlos chacon (Jul 14, 2021 15:27 PDT)
Carlos Chacon, Plaintiff

Dated: _____

Exemplis LLC

APPROVED AS TO FORM:

Dated: _____

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff, Carlos Chacon

Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff, Carlos Chacon

Dated: _____

**GORDON REES SCULLY MANSUKHANI,
LLP**

By: _____
Christopher B. Cato
Lindsay C. David
Counsel for Defendant, Exemplis LLC

Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

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IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: _____

Carlos Chacon, Plaintiff

Dated: _____

Exemplis LLC

APPROVED AS TO FORM:

Dated: July 15, 2021

LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiff, Carlos Chacon

Dated: July 15, 2021

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Attorneys for Plaintiff, Carlos Chacon

Dated: _____

**GORDON REES SCULLY MANSUKHANI,
LLP**

By: _____
Christopher B. Cato
Lindsay C. David
Counsel for Defendant, Exemplis LLC

Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

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IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: _____

Dated: _____

Carlos Chacon, Plaintiff
**Patrick
Sommerfield**

Exemplis LLC

Digitally signed by Patrick Sommerfield
DN: cn=Patrick Sommerfield, o=Exemplis LLC,
ou=VP Finance / Secretary,
email=psommerfield@exemplis.com, c=US
Date: 2021.08.02 12:21:53 -07'00'

APPROVED AS TO FORM:

Dated: _____

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff, Carlos Chacon

Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff, Carlos Chacon

Dated: August 2, 2021

**GORDON REES SCULLY MANSUKHANI,
LLP**

By:  _____
Christopher B. Cato
Lindsay C. David
Counsel for Defendant, Exemplis LLC

EXHIBIT A

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Carlos Chacon v. Exemplis, LLC,
Orange County Superior Court Case No. 30-2020-01157341-CU-OE-CXC

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX -

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Carlos Chacon (“Plaintiff”) on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (the “PAGA”). These civil penalties are based on Plaintiff’s allegations that Exemplis, LLC (“Exemplis”): failed to pay all minimum and overtime wages, failed to provide legally compliant meal periods, failed to authorize and permit all legally required rest periods, failed to issue accurate wage statements that included all information required by law, failed to provide all earned wages at least twice during each calendar month and failed to maintain accurate records; and as a result is liable for civil penalties under the PAGA.

The Court has ***not*** made a determination about the merits of Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Exemplis denies Plaintiff’s allegations. It maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: “means all current and former hourly, non-exempt employees of Defendant Exemplis LLC who worked in California at any time from June 22, 2019 through the sooner of (1) the date the Court grants approval of this settlement or (2) the date the pay periods in the PAGA Period increase 15% of 18,329 (which is 21,079) (“PAGA Period”).”

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Exemplis has made any representations or warranties

regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees including you will release Exemplis and its former, present and future owners, parents, subsidiaries, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives ("Released Parties") from any and all claims, rights, demands, liabilities and causes of action for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 et seq. against the Released Parties based on (as alleged in the letter to the Labor & Workforce Development Agency ("LWDA") June 22, 2020) and as pled, or could have been pled based on the facts alleged, in the operative complaint in the Action, including: (a) failure to pay all minimum wages owed (Labor Code sections 1194, 1194.2, and 1197); (b) failure to pay all overtime wages (Labor Code sections 204, 510, 558, 1194 and 1198); (c) failure to provide meal periods, or premium for non-compliant meal periods (Labor Code sections 226.7, 512 and 558); (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods (Labor Code sections 226.7, 516 and 558); (e) failure to provide accurate, itemized wage statements (Labor Code section 226), (f) failure to provide all earned wages at least twice during each calendar month (Labor Code section 204), and (g) failure to maintain accurate records (Labor Code section 1174), including any related claims for attorneys' fees, costs, or interest resulting therefrom. ("PAGA Released Claims").

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) may be forever barred as a matter of law from proceeding with any of the PAGA Released Claims released by this Settlement. However, no claims for unpaid or underpaid wages have settled, and this settlement is without prejudice to the pursuit on any such claims.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Class Action Administration Solutions at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

EXHIBIT 3

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

August 2, 2021

Carlos Chacon

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
6/10/2020	SML	Confer with P. Haines [REDACTED]	0.40 750.00/hr	300.00
	SML	Review client documents including payroll records and company policies to identify potential legal issues.	1.50 750.00/hr	1,125.00
6/11/2020	SML	Telephone conference with potential new client Carlos Chacon [REDACTED] [REDACTED]	2.00 750.00/hr	1,500.00
6/19/2020	MLM	Meet with S. Lidman to discuss PAGA only complaint [REDACTED] [REDACTED]	0.40 400.00/hr	160.00
	MLM	Review client's personnel file and earning statements issued by Exemplis to analyze claims to be alleged in operative complaint.	1.60 400.00/hr	640.00
	SML	Legal/factual research re: proper entity to name as defendant in complaint.	0.30 750.00/hr	225.00
	SML	Meet with M. Moore [REDACTED]	0.40 750.00/hr	300.00
6/22/2020	DJ	Review correspondence from M. Moore re: submission of correspondence re: PAGA claims to LWDA; prepare and submit same; update client file.	0.30 175.00/hr	52.50
	MLM	Receive and review S. Lidman's comments/revisions to LWDA letter and incorporate changes to same.	0.30 400.00/hr	120.00
	MLM	Receive and review S. Lidman's comments/revisions to complaint.	0.40 400.00/hr	160.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
6/22/2020	MLM	Draft letter to LWDA.	1.00 400.00/hr	400.00
	MLM	Draft Representative PAGA Action complaint and email to S. Lidman re: same.	1.40 400.00/hr	560.00
	ECN	Confer with S. Lidman and P. Haines re legal research [REDACTED]	0.30 650.00/hr	195.00
	ECN	Review and provide suggestions to PAGA only complaint for filing.	0.50 650.00/hr	325.00
	SML	Confer with E. Nguyen and P. Haines re legal research re: [REDACTED]	0.30 750.00/hr	225.00
	SML	Review draft of PAGA letter to LWDA and send revisions to M. Moore re: same.	0.40 750.00/hr	300.00
	SML	Call with client re: [REDACTED]	0.40 750.00/hr	300.00
	SML	Receive and revise PAGA complaint and email to M. Moore re: same.	0.70 750.00/hr	525.00
6/23/2020	DJ	Review correspondence from S. Lidman re: representation of Defendant and instructions re service of pleadings; update client file.	0.20 175.00/hr	35.00
	MLM	Receive and review letter of representation from R. Wulffson of Carothers DiSante & Freudenberger LLP.	0.20 400.00/hr	80.00
	ECN	Confer with P. Haines and S. Lidman re: case strategy.	0.50 650.00/hr	325.00
	SML	Send correspondence to D. Joudi re: representation of Defendant.	0.10 750.00/hr	75.00
	SML	Receive and review letter of representation from R. Wulffson of Carothers DiSante & Freudenberger LLP.	0.20 750.00/hr	150.00
	SML	Confer with P. Haines and E. Nguyen re: case strategy.	0.50 750.00/hr	375.00
7/6/2020	DJ	Review correspondence from S. Lidman re: Defendant's production of Plaintiff's personnel file; update client file.	0.20 175.00/hr	35.00
	SML	Receive defendant's production of Plaintiff's personnel file.	0.10 750.00/hr	75.00
8/26/2020	DJ	Review correspondence from S. Lidman re: anticipated filing of complaint.	0.10 175.00/hr	17.50

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
8/26/2020	SML	Send correspondence to D. Joudi re: anticipated filing of complaint.	0.10 750.00/hr	75.00
8/27/2020	DJ	Correspond with E. Nguyen and S. Lidman re: judicial officer assignment; receive instructions re: same.	0.10 175.00/hr	17.50
	DJ	Correspond with M. Moore re: filing venue.	0.20 175.00/hr	35.00
	DJ	Review notice of rejection re: complaint filing; email to S. Lidman, E. Nuygen, and M. Moore re: same; resubmit complaint with corrections.	0.20 175.00/hr	35.00
	DJ	Receive conformed copies of complaint and case initiating documents; update client file.	0.20 175.00/hr	35.00
	DJ	Draft Affidavit of Prejudice; correspond with S. Lidman and E. Nguyen re: same; file same.	0.40 175.00/hr	70.00
	DJ	Revise complaint; prepare complaint and case initiating documents for filing; submit complaint and case initiating documents for filing; update client file.	0.50 175.00/hr	87.50
	MLM	Receive notice of rejection email from D. Joudi.	0.10 400.00/hr	40.00
	MLM	Correspondence with D. Joudi re: filing venue.	0.20 400.00/hr	80.00
	MLM	Review and finalize PAGA only complaint for filing.	0.30 400.00/hr	120.00
	ECN	Review Affidavit of Prejudice.	0.10 650.00/hr	65.00
	ECN	Correspond with S. Lidman and D. Joudi re: judicial officer assignment and provide instructions re: same.	0.10 650.00/hr	65.00
	SML	Receive notice of rejection email from D. Joudi.	0.10 750.00/hr	75.00
	SML	Correspond with E. Nguyen and D. Joudi re: judicial officer assignment and provide instructions re: same.	0.10 750.00/hr	75.00
	SML	Review Affidavit of Prejudice; correspond with D. Joudi and E. Nguyen re: same; file same.	0.20 750.00/hr	150.00
8/28/2020	DJ	Correspond with S. Lidman re: service of complaint on counsel for defendant.	0.10 175.00/hr	17.50

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
8/28/2020	DJ	Receive conformed copy of Affidavit of Prejudice; update client file.	0.10 175.00/hr	17.50
	DJ	Prepare service of complaint and other pleadings on defense counsel via Notice and Acknowledgment; send email correspondence to Plaintiff's and Defendant's counsel re: same.	1.10 175.00/hr	192.50
	SML	Correspond with D. Joudi re: service of complaint on counsel for defendant.	0.10 750.00/hr	75.00
	SML	Receive email correspondence from D. Joudi re: service of Complaint to Plaintiff's and Defendant's counsel re: same.	0.10 750.00/hr	75.00
9/29/2020	MLM	Receive and review Minute Order from Court re: Initial CMC scheduled for 1/22/2021.	0.10 400.00/hr	40.00
	SML	Receive and analyze the Court's minute order and scheduling of Initial CMC.	0.10 750.00/hr	75.00
10/16/2020	DJ	Review correspondence from S. Lidman re: Defendant's Answer.	0.10 175.00/hr	17.50
	SML	Review correspondence from D. Joudi re: Defendant's Answer.	0.10 750.00/hr	75.00
11/2/2020	DJ	Receive instructions in correspondence from S. Lidman re: preparing initial set of written discovery.	0.10 175.00/hr	17.50
	DJ	Receive email from S. Lidman re: receipt of Defendant's Answer; update client file.	0.10 175.00/hr	17.50
	MLM	Call with client re: [REDACTED]	0.30 400.00/hr	120.00
	MLM	Receive and analyze Defendant's Answer to Complaint.	0.50 400.00/hr	200.00
	SML	Send email to D. Joudi re: receipt of Defendant's Answer.	0.10 750.00/hr	75.00
	SML	Receive and review Defendant's Answer to complaint.	0.20 750.00/hr	150.00
	SML	Provide instructions in correspondence to D. Joudi re: preparing initial set of written discovery.	0.20 750.00/hr	150.00
11/4/2020	MLM	Strategize with S. Lidman and E. Nguyen re: [REDACTED]	0.60 400.00/hr	240.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
11/4/2020	ECN	Strategize with S. Lidman and M. Moore re: [REDACTED] [REDACTED]	0.60 650.00/hr	390.00
	SML	Strategize with E. Nguyen and M. Moore re: [REDACTED] [REDACTED]	0.60 750.00/hr	450.00
11/10/2020	DJ	Draft initial set of written discovery including Form Interrogatories-General, Form Interrogatories-Employment, Special Interrogatories and Request for Production of Documents to Defendant; correspondence to S. Lidman, E. Nguyen, and M. Moore re: same.	1.50 175.00/hr	262.50
11/11/2020	DJ	Receive instructions in correspondence from M. Moore re: finalizing first set of discovery and service re: same; finalize and serve initial set of discovery on defense counsel.	0.60 175.00/hr	105.00
	MLM	Receive guidance from S. Lidman re: first set of written discovery to Exemplis.	0.20 400.00/hr	80.00
	MLM	Receive and review draft Form Interrogatories, Employment Law, from D. Joudi.	0.20 400.00/hr	80.00
	MLM	Receive and review draft Form Interrogatories, General, from D. Joudi.	0.20 400.00/hr	80.00
	MLM	Receive and make revisions to draft Special Interrogatories from D. Joudi to include interrogatories concerning Defendant's policies and procedures of paying bonuses and other forms of incentive compensation.	0.50 400.00/hr	200.00
	MLM	Review and make revisions to draft Request for Production of Documents from D. Joudi to include without limitation specific requests for any meal period waivers and policies on bonuses.	0.70 400.00/hr	280.00
	SML	Review draft written discovery to be propounded against Defendant and provide M. Moore guidance re: same.	0.80 750.00/hr	600.00
11/16/2020	DJ	Review and respond to inquiry in correspondence from S. Lidman re: first set of discovery; receive instructions from S. Lidman re: defendant's responses to first set discovery; update client file.	0.20 175.00/hr	35.00
	MLM	Receive and review S. Lidman's revisions to mediation requests and email to defense counsel, L. David re: same.	0.30 400.00/hr	120.00
	MLM	Draft requests for documents and information in advance of mediation and email to S. Lidman re: same.	0.50 400.00/hr	200.00
	ECN	Confer with S. Lidman re: mediation strategy.	0.40 650.00/hr	260.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
11/16/2020	SML	Inquire about first set of discovery with M. Moore and D. Joudi.	0.10 750.00/hr	75.00
	SML	Receive and revise draft mediation requests and email to M. Moore re: same.	0.20 750.00/hr	150.00
	SML	Confer with E. Nguyen re: mediation strategy.	0.40 750.00/hr	300.00
	SML	Confer with P. Haines re: status of case and potential for mediation.	0.40 750.00/hr	300.00
11/20/2020	DJ	Correspondence with S. Lidman, E. Nguyen, and M. Moore re: confirmed mediation date.	0.10 175.00/hr	17.50
	MLM	Receive correspondence from L. David, defense counsel, re: proposed mediation dates.	0.10 400.00/hr	40.00
	MLM	Correspondence with S. Lidman, E. Nguyen, D. Joudi re: confirmed mediation date.	0.10 400.00/hr	40.00
	MLM	Confer with S. Lidman and E. Nguyen re: mediation dates.	0.20 400.00/hr	80.00
	MLM	Exchange correspondence with L. David, defense counsel, re: mediation dates and selection of May 3, 2021 mediation.	0.30 400.00/hr	120.00
	MLM	Call with client re: status of case and mediation date.	0.40 400.00/hr	160.00
	ECN	Receive and review correspondence from M. Moore of confirmed mediation date.	0.10 650.00/hr	65.00
	ECN	Receive and review email exchange between M. Moore and L. David, defense counsel, re: mediation dates and selection of May 3, 2021.	0.20 650.00/hr	130.00
	ECN	Confer with M. Moore and S. Lidman re: mediation dates.	0.20 650.00/hr	130.00
	SML	Receive and review correspondence from M. Moore of confirmed mediation date.	0.10 750.00/hr	75.00
	SML	Receive and review email exchange between M. Moore and L. David, defense counsel, re: mediation dates and selection of May 3, 2021.	0.20 750.00/hr	150.00
	SML	Confer with M. Moore and E. Nguyen re: mediation dates.	0.20 750.00/hr	150.00
11/30/2020	DJ	Correspondence with mediator's office re: submission of mediation paperwork; update client file.	0.20 175.00/hr	35.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
1/6/2021	DJ	Schedule remote appearance for attorney for upcoming hearing; update client file.	0.20 175.00/hr	35.00
1/13/2021	DJ	Receive comments from M. Moore re Case Management Conference Statement; finalize and file same.	0.40 175.00/hr	70.00
	DJ	Prepare Case Management Conference Statement; email to M. Moore, S. Lidman, and E. Nguyen re: same.	0.50 175.00/hr	87.50
	MLM	Receive and review S. Lidman's revisions to draft Case Management Conference Statement and finalize for filing.	0.30 400.00/hr	120.00
	MLM	Call with client re: case status and upcoming mediation.	0.30 400.00/hr	120.00
	MLM	Receive and revise Plaintiff's Case Management Conference Statement for January 22 CMC and email to S. Lidman re: same.	0.80 400.00/hr	320.00
	SML	Receive draft Case Management Conference Statement from D. Joudi and instruct M. Moore to review and revise.	0.10 750.00/hr	75.00
	SML	Receive and revise draft Case Management Conference Statement and email to M. Moore re: same.	0.30 750.00/hr	225.00
1/14/2021	DJ	Correspond with defense counsel's office re: updating service list.	0.10 175.00/hr	17.50
1/21/2021	DJ	Correspondence with S. Lidman, E. Nguyen, and M. Moore re Court Order on continued hearing date; update remote appearance scheduling; update client file.	0.40 175.00/hr	70.00
	MLM	Correspondence from D. Joudi re: Court Order on continued hearing date.	0.10 400.00/hr	40.00
	MLM	Receive and review courtcall notification of continued CMC to June 3, 2021 and review of online docket re: confirmation of the same.	0.20 400.00/hr	80.00
	ECN	Correspondence from D. Joudi re: Court Order on continued hearing date.	0.10 650.00/hr	65.00
	SML	Receive correspondence of continued CMC to June 3, 2021.	0.10 750.00/hr	75.00
	SML	Correspondence from D. Joudi re: Court Order on continued hearing date.	0.10 750.00/hr	75.00
2/12/2021	MLM	Exchange correspondence with L. David, defense counsel, re: mediation confirmation and status of document production for mediation.	0.40 400.00/hr	160.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
2/12/2021	ECN	Receive and review email exchange between L. David, defense counsel and M. Moore re: mediation confirmation and status of document production for mediation.	0.20 650.00/hr	130.00
	SML	Receive and review email exchange between L. David, defense counsel and M. Moore re: mediation confirmation and status of document production for mediation.	0.20 750.00/hr	150.00
	SML	Communicate with P. Haines re: mediation preparation.	0.40 750.00/hr	300.00
3/10/2021	MLM	Email to L. David, defense counsel, requesting a status update on the production of the documents and information for mediation.	0.10 400.00/hr	40.00
	ECN	Receive and review M. Moore's email to L. David, defense counsel, requesting a status upon of the production of the documents and information for mediation.	0.10 650.00/hr	65.00
	SML	Receive and review M. Moore's email to L. David, defense counsel, requesting a status upon of the production of the documents and information for mediation.	0.10 750.00/hr	75.00
3/17/2021	MLM	Send follow up email to L. David, defense counsel re: status of informal document production.	0.10 400.00/hr	40.00
	ECN	Receive and review M. Moore's email to L. David, defense counsel re: status of informal document production.	0.10 650.00/hr	65.00
	SML	Receive and review M. Moore's email to L. David, defense counsel re: status of informal document production.	0.10 750.00/hr	75.00
3/23/2021	MLM	Email to L. David, defense counsel, requesting a status upon of the production of the documents and information for mediation.	0.10 400.00/hr	40.00
	ECN	Receive and review M. Moore's email to L. David, defense counsel, requesting a status upon of the production of the documents and information for mediation.	0.10 650.00/hr	65.00
	SML	Receive and review M. Moore's email to L. David, defense counsel, requesting a status upon of the production of the documents and information for mediation.	0.10 750.00/hr	75.00
3/29/2021	MLM	Email to L. David, defense counsel, requesting a status upon of the production of the documents and confirmation of sampling of timekeeping and payroll records for aggrieved employees.	0.10 400.00/hr	40.00
	MLM	Confer with S. Lidman re: document production and status of mediation brief.	0.50 400.00/hr	200.00
	ECN	Receive and review M. Moore's email to L. David, defense counsel, requesting a status upon of the production of the documents and confirmation of sampling of timekeeping and payroll records for	0.10 650.00/hr	65.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
		aggrieved employees.		
3/29/2021	SML	Receive and review M. Moore's email to L. David, defense counsel, requesting a status upon of the production of the documents and confirmation of sampling of timekeeping and payroll records for aggrieved employees.	0.10 750.00/hr	75.00
	SML	Confer with M. Moore re: document production and status of mediation brief.	0.50 750.00/hr	375.00
4/1/2021	MLM	Correspondence to L. David, defense counsel, re: rolling production of records.	0.10 400.00/hr	40.00
	MLM	Confirm with L. David, defense counsel, receipt of Exemplis's document production.	0.10 400.00/hr	40.00
	ECN	Receive and review M. Moore's correspondence to L. David, defense counsel, re: rolling production of records.	0.10 650.00/hr	65.00
	ECN	Receive and review M. Moore's confirmation of receipt of Exemplis's document production.	0.10 650.00/hr	65.00
	ECN	Communicate with P. Haines and S. Lidman data produced for mediation.	0.30 650.00/hr	195.00
	SML	Receive and review M. Moore's correspondence to L. David, defense counsel, re: rolling production of records.	0.10 750.00/hr	75.00
	SML	Receive and review M. Moore's confirmation of receipt of Exemplis's document production.	0.10 750.00/hr	75.00
	SML	Communicate with P. Haines and E. Nguyen data produced for mediation.	0.30 750.00/hr	225.00
4/2/2021	MLM	Receive and begin review documents produced by Exemplis in advance of mediation for PAGA only complaint.	3.50 400.00/hr	1,400.00
4/5/2021	MLM	Continue review of documents produced in by Exemplis for mediation including applicable Employee Handbooks.	1.70 400.00/hr	680.00
4/6/2021	MLM	Email to L. David, defense counsel, re: production of list of employees with hire and term dates to calculate pay periods at issue during PAGA period.	0.10 400.00/hr	40.00
	MLM	Begin drafting introduction and summary of claims portions of the mediation brief.	1.20 400.00/hr	480.00
	ECN	Receive and review M. Moore's email to L. David, defense counsel, re: production of list of employees with hire and term dates to calculate pay periods at issue during PAGA period.	0.10 650.00/hr	65.00

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			Hrs/Rate	Amount
4/6/2021	SML	Receive and review M. Moore's email to L. David, defense counsel, re: production of list of employees with hire and term dates to calculate pay periods at issue during PAGA period.	0.10 750.00/hr	75.00
4/7/2021	MLM	Exchange correspondence with Plaintiff's worker's compensation attorney, M. Burgis, re: [REDACTED]	0.20 400.00/hr	80.00
	MLM	Receive and review S. Lidman's revisions to draft email [REDACTED]	0.20 400.00/hr	80.00
	MLM	Draft email for economist. [REDACTED]	0.50 400.00/hr	200.00
	ECN	Receive and review email exchange between M. Moore and Plaintiff's worker's compensation attorney, M. Burgis, re: [REDACTED]	0.10 650.00/hr	65.00
	SML	Receive and review email exchange between M. Moore and Plaintiff's worker's compensation attorney, M. Burgis, re: [REDACTED]	0.10 750.00/hr	75.00
	SML	Receive and revise M. Moore's email for economist. [REDACTED]	0.20 750.00/hr	150.00
4/8/2021	MLM	Confer with S. Lidman and E. Nguven re [REDACTED]	0.30 400.00/hr	120.00
	ECN	Confer with M. Moore and S. Lidman re [REDACTED]	0.30 650.00/hr	195.00
	SML	Confer with M. Moore and E. Nguven re [REDACTED]	0.30 750.00/hr	225.00
4/9/2021	MLM	Email to L. David, defense counsel, re: confirmation of total number of aggrieved employees in PAGA Period.	0.10 400.00/hr	40.00
	MLM	Receive and respond to email from economist. [REDACTED]	0.20 400.00/hr	80.00
	ECN	Receive and review email from economist, [REDACTED]	0.10 650.00/hr	65.00
	ECN	Receive and review M. Moore's email to L. David, defense counsel, re: confirmation of total number of aggrieved employees in PAGA Period.	0.10 650.00/hr	65.00
	SML	Receive and review email from economist, [REDACTED]	0.10 750.00/hr	75.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
4/9/2021	SML	Receive and review M. Moore's email to L. David, defense counsel, re: confirmation of total number of aggrieved employees in PAGA Period.	0.10 750.00/hr	75.00
4/14/2021	MLM	Follow-up email to L. David re: number of aggrieved employees.	0.10 400.00/hr	40.00
	MLM	Follow-up email to Plaintiff's worker's compensation atty, [REDACTED]	0.10 400.00/hr	40.00
	ECN	Receive and review M. Moore's email to L. David re: number of aggrieved employees.	0.10 650.00/hr	65.00
	ECN	Receive and review M. Moore's email to Plaintiff's worker's compensation attorney, [REDACTED]	0.10 650.00/hr	65.00
	SML	Receive and review M. Moore's email to L. David re: number of aggrieved employees.	0.10 750.00/hr	75.00
	SML	Receive and review M. Moore's email to Plaintiff's worker's compensation atty, [REDACTED]	0.10 750.00/hr	75.00
4/15/2021	DJ	Retrieve Defendant's informal document production; update client file.	0.20 175.00/hr	35.00
	MLM	Email to L. David, defense counsel, re: receipt of additional document production in advance of mediation.	0.10 400.00/hr	40.00
	MLM	Confer with S. Lidman re: status of mediation brief and communicating with worker's compensation attorney.	0.20 400.00/hr	80.00
	MLM	Exchange emails with [REDACTED]	0.20 400.00/hr	80.00
	MLM	Review additional timekeeping records produced by Defendant in advance of mediation and email to economist, [REDACTED]	0.40 400.00/hr	160.00
	MLM	Continue drafting mediation brief, including discussion of [REDACTED]	0.60 400.00/hr	240.00
	ECN	Receive and review M. Moore's email to L. David, defense counsel, re: receipt of additional document production in advance of mediation.	0.10 650.00/hr	65.00
	ECN	Receive and review email exchange [REDACTED]	0.10 650.00/hr	65.00
	SML	Receive and review M. Moore's email to L. David, defense counsel, re: receipt of additional document production in advance of mediation.	0.10 750.00/hr	75.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
4/15/2021	SML	Receive and review email exchange [REDACTED] [REDACTED]	0.10 750.00/hr	75.00
	SML	Confer with M. Moore re: status of mediation brief and communicating with worker's compensation attorney.	0.20 750.00/hr	150.00
4/16/2021	MLM	Email to L. David, defense counsel, re: request for list of employees with hire and term dates.	0.10 400.00/hr	40.00
	MLM	Correspondence with [REDACTED], economist, re: [REDACTED] [REDACTED]	0.20 400.00/hr	80.00
	ECN	Receive and review emails between M. Moore and M. DuMond, economist, re: the need for list of employees to establish metrics of workweeks and pay periods at issue.	0.10 650.00/hr	65.00
	ECN	Receive and review M. Moore's email to to L. David, defense counsel, re: request for list of employees with hire and term dates.	0.10 650.00/hr	65.00
	SML	Receive and review emails between M. Moore and M. DuMond, economist, re: the need for list of employees to establish metrics of workweeks and pay periods at issue.	0.10 750.00/hr	75.00
	SML	Receive and review M. Moore's email to to L. David, defense counsel, re: request for list of employees with hire and term dates.	0.10 750.00/hr	75.00
	SML	Communicate with P. Haines re: status of analysis in advance of mediation.	0.50 750.00/hr	375.00
4/18/2021	MLM	Receive and review email from M. DuMond, economist re: status of analysis.	0.10 400.00/hr	40.00
	MLM	Confer with S. Lidman and E. Nguyen on how to proceed with analysis and strategize for mediation.	0.30 400.00/hr	120.00
	ECN	Receive and review email from M. DuMond, economist re: status of analysis.	0.10 650.00/hr	65.00
	ECN	Confer with M. Moore and S. Lidman on how to proceed with analysis and strategize for mediation.	0.30 650.00/hr	195.00
	SML	Receive and review email from M. DuMond, economist re: status of analysis.	0.10 750.00/hr	75.00
	SML	Confer with M. Moore and E. Nguyen on how to proceed with analysis and strategize for mediation.	0.30 750.00/hr	225.00
4/19/2021	DJ	Retrieve Defendant's informal document production; update client file.	0.20 175.00/hr	35.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
4/19/2021	MLM	Correspondence to L. David, defense counsel, re: status of list of employees with hire and term dates.	0.10 400.00/hr	40.00
	MLM	Email to [REDACTED]	0.10 400.00/hr	40.00
	MLM	Receive and review list of employees with hire and term dates [REDACTED]	0.30 400.00/hr	120.00
	ECN	Receive and review M. Moore's email [REDACTED]	0.10 650.00/hr	65.00
	ECN	Receive and review M. Moore's email [REDACTED]	0.10 650.00/hr	65.00
	SML	Receive and review M. Moore's email [REDACTED]	0.10 750.00/hr	75.00
	SML	Receive and review M. Moore's email [REDACTED]	0.10 750.00/hr	75.00
4/20/2021	MLM	Correspondence with [REDACTED] economist, re: [REDACTED]	0.30 400.00/hr	120.00
	MLM	Correspondence with [REDACTED] economist, re: [REDACTED]	0.30 400.00/hr	120.00
	MLM	Correspondence with L. David, defense counsel, re: discrepancies in data production, including hire dates and number of employees.	0.40 400.00/hr	160.00
	MLM	Confer with S. Lidman and E. Nguyen on outstanding data needed for fruitful mediation.	0.50 400.00/hr	200.00
	ECN	Receive and review correspondence between M. Moore and [REDACTED] economist, re: [REDACTED]	0.20 650.00/hr	130.00
	ECN	Receive and review correspondence between M. Moore and L. David, defense counsel, re: discrepancies in data production, including hire dates and number of employees.	0.20 650.00/hr	130.00
	ECN	Confer with M. Moore and S. Lidman on outstanding data needed for fruitful mediation.	0.50 650.00/hr	325.00
	SML	Review correspondence between M. Moore and [REDACTED] economist, re: [REDACTED]	0.10 750.00/hr	75.00

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			Hrs/Rate	Amount
4/20/2021	SML	Receive and review correspondence between M. Moore and [REDACTED] economist, re: [REDACTED]	0.20 750.00/hr	150.00
	SML	Receive and review correspondence between M. Moore and L. David, defense counsel, re: discrepancies in data production, including hire dates and number of employees.	0.20 750.00/hr	150.00
	SML	Confer with M. Moore and E. Nguyen on outstanding data needed for fruitful mediation.	0.50 750.00/hr	375.00
4/22/2021	MLM	Correspondence to L. David, defense counsel, re: updates on data discrepancies.	0.10 400.00/hr	40.00
	ECN	Receive and review correspondence between M. Moore and L. David, defense counsel, re: updates on data discrepancies.	0.10 650.00/hr	65.00
	SML	Receive and review correspondence between M. Moore and L. David, defense counsel, re: updates on data discrepancies.	0.10 750.00/hr	75.00
4/23/2021	MLM	Correspondence with [REDACTED] re: meal period analysis.	0.20 400.00/hr	80.00
	MLM	Draft Memorandum of Understanding in advance of mediation.	1.30 400.00/hr	520.00
	MLM	Draft legal analysis of claims portion of mediation brief and including excerpts from the employee handbook regarding meal periods.	1.50 400.00/hr	600.00
	SML	Receive and respond to correspondence between M. Moore and [REDACTED] re: meal period analysis.	0.20 750.00/hr	150.00
4/26/2021	DJ	Receive instruction from M. Moore to finalize and submit the confidential mediation brief to Marc Feder.	0.20 175.00/hr	35.00
	MLM	Correspondence to L. David, defense counsel, re: status of data discrepancies.	0.10 400.00/hr	40.00
	MLM	Send S. Lidman and E. Nguyen the draft mediation brief and proposed exhibits.	0.10 400.00/hr	40.00
	MLM	Provide guidance to D. Joudi to finalize and submit the confidential mediation brief to Marc Feder.	0.20 400.00/hr	80.00
	MLM	Review and further revise mediation brief and adding a supplement with exposure analysis will be forthcoming.	0.30 400.00/hr	120.00
	MLM	Receive and review E. Nguyen's comments to the mediation brief and finalize the same for submission to mediator.	0.30 400.00/hr	120.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
4/26/2021	MLM	Receive and review S. Lidman's revisions to Memorandum of Understanding.	0.40 400.00/hr	160.00
	MLM	Receive and incorporate S. Lidman's proposed changes to the mediation brief.	0.40 400.00/hr	160.00
	ECN	Receive and review correspondence between M. Moore and L. David, defense counsel, re: status of data discrepancies.	0.10 650.00/hr	65.00
	ECN	Receive and provide proposed edits to draft Memorandum of Understanding.	0.40 650.00/hr	260.00
	ECN	Confer with S. Lidman and P. Haines re: [REDACTED]	0.40 650.00/hr	260.00
	ECN	Receive and provide suggestions for mediation brief.	0.50 650.00/hr	325.00
	SML	Receive and review correspondence between M. Moore and L. David, defense counsel, re: status of data discrepancies.	0.10 750.00/hr	75.00
	SML	Confer with E. Nguyen and P. Haines re: [REDACTED]	0.40 750.00/hr	300.00
	SML	Receive and revise draft Memorandum of Understanding and email to M. Moore re: same.	0.50 750.00/hr	375.00
	SML	Receive and revise mediation brief and email to M. Moore re: same.	0.70 750.00/hr	525.00
4/27/2021	MLM	Email to L. David, defense counsel, re: outstanding data discrepancies.	0.10 400.00/hr	40.00
	MLM	Correspondence with L. David, defense counsel, re: clarifications concerning the data discrepancies.	0.20 400.00/hr	80.00
	MLM	Confer and strategize with S. Lidman and E. Nguyen for mediation.	0.30 400.00/hr	120.00
	MLM	Exchange emails with [REDACTED] re: updates on data discrepancies.	0.40 400.00/hr	160.00
	MLM	Call with client re: [REDACTED]	0.50 400.00/hr	200.00
	ECN	Receive and review correspondence between M. Moore and L. David, defense counsel, re: clarifications concerning the data discrepancies.	0.10 650.00/hr	65.00

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			Hrs/Rate	Amount
4/27/2021	ECN	Receive and review M. Moore's email to L. David, defense counsel, re: outstanding data discrepancies.	0.10 650.00/hr	65.00
	ECN	Receive and review M. Moore's notes from her call with client re: [REDACTED]	0.20 650.00/hr	130.00
	ECN	Receive and review email exchange between M. Moore and [REDACTED] re: updates on data discrepancies.	0.20 650.00/hr	130.00
	ECN	Confer and strategize with M. Moore and S. Lidman for mediation.	0.30 650.00/hr	195.00
	SML	Receive and review correspondence between M. Moore and L. David, defense counsel, re: clarifications concerning the data discrepancies.	0.10 750.00/hr	75.00
	SML	Receive and review M. Moore's email to L. David, defense counsel, re: outstanding data discrepancies.	0.10 750.00/hr	75.00
	SML	Receive and review M. Moore's notes from her call with client re: [REDACTED]	0.20 750.00/hr	150.00
	SML	Receive and review email exchange between M. Moore and [REDACTED] re: updates on data discrepancies.	0.20 750.00/hr	150.00
	SML	Confer and strategize with M. Moore and E. Nguyen for mediation.	0.30 750.00/hr	225.00
4/28/2021	MLM	Email to [REDACTED] re: how to proceed with analysis.	0.10 400.00/hr	40.00
	ECN	Receive and review M. Moore's email to [REDACTED] re: how to proceed with analysis.	0.10 650.00/hr	65.00
	SML	Receive and review M. Moore's email to [REDACTED] re: how to proceed with analysis.	0.10 750.00/hr	75.00
4/29/2021	DJ	Receive instruction from M. Moore to finalize and submit the supplement to the mediation brief to Marc Feder.	0.10 175.00/hr	17.50
	DJ	Correspond with mediator's office re mediation attendees.	0.20 175.00/hr	35.00
	MLM	Provide guidance to D. Joudi to finalize and submit the supplement to the mediation brief to Marc Feder.	0.10 400.00/hr	40.00
	MLM	Receive email from [REDACTED] re: [REDACTED]	0.10 400.00/hr	40.00

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			<u>Hrs/Rate</u>	<u>Amount</u>
4/29/2021	MLM	Receive and incorporate E. Nguyen's suggestions to exposure analysis for meal period violations and miscalculation of regular rate claims.	0.20 400.00/hr	80.00
	MLM	Receive and review S. Lidman's proposed revisions to the exposure analysis and incorporation of the same.	0.30 400.00/hr	120.00
	MLM	Receive and review data analysis from M. DuMond including meal period violation rate.	1.00 400.00/hr	400.00
	MLM	Draft supplemental mediation brief with exposure analysis of Plaintiff's claims as alleged in the operative complaint and email to S. Lidman and E. Nguyen re: the same.	1.70 400.00/hr	680.00
	ECN	Receive and review data analysis [REDACTED]	0.50 650.00/hr	325.00
	ECN	Receive and provide guidance and suggestions for supplemental mediation brief with exposure analysis.	0.60 650.00/hr	390.00
	ECN	Receive and review data analysis [REDACTED]	0.70 650.00/hr	455.00
	ECN	Review document production in advance of mediation, including standalone meal period policies and procedures.	0.80 650.00/hr	520.00
	SML	Receive email from [REDACTED] re: estimated time of completion of analysis.	0.10 750.00/hr	75.00
	SML	Receive and review data analysis [REDACTED]	0.50 750.00/hr	375.00
	SML	Confer with P. Haines re: potential exposure analysis and strategy for mediation negotiations.	0.50 750.00/hr	375.00
	SML	Receive and revise supplemental mediation brief with exposure analysis from M. Moore and email re: same.	0.80 750.00/hr	600.00
	SML	Review employee handbook prior to mediation to identify any useful policies for settlement negotiations.	1.50 750.00/hr	1,125.00
4/30/2021	DJ	Correspond with mediator's office re remote mediation access information; update client file.	0.10 175.00/hr	17.50
5/3/2021	MLM	Correspondence with [REDACTED] economist, re: [REDACTED]	0.10 400.00/hr	40.00
	MLM	Participate in virtual mediation with M. Feder, S. Lidman and E. Nguyen.	8.60 400.00/hr	3,440.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
5/3/2021	ECN	Receive and review emails between M. Moore and [REDACTED] economist, re: [REDACTED]	0.10 650.00/hr	65.00
	ECN	Participate in virtual mediation with M. Feder, M. Moore and S. Lidman.	8.60 650.00/hr	5,590.00
	SML	Receive and review emails between M. Moore and [REDACTED] economist, re: [REDACTED]	0.10 750.00/hr	75.00
	SML	Participate in virtual mediation with M. Feder, M. Moore and E. Nguyen.	8.60 750.00/hr	6,450.00
5/4/2021	MLM	Confer with S. Lidman re: next steps, including drafting the settlement agreement in compliance with Court's previous rulings.	0.20 400.00/hr	80.00
	MLM	Receive client's signature on MOU and email to L. David, defense counsel re: same.	0.20 400.00/hr	80.00
	MLM	Correspondence to J. Lawrence of Phoenix Settlement Administrators re: quote to administer PAGA only settlement.	0.20 400.00/hr	80.00
	MLM	Correspondence with [REDACTED] re: total costs incurred for analysis for this matter.	0.20 400.00/hr	80.00
	MLM	Call with client re: [REDACTED]	0.60 400.00/hr	240.00
	MLM	Review Court's previous tentative rulings on PAGA settlements for past 2 years, including attorney fee awards and removal of language re: appealing reduction of attorney fee awards.	2.10 400.00/hr	840.00
	MLM	Begin drafting PAGA only settlement agreement.	2.30 400.00/hr	920.00
	ECN	Receive and review correspondence between M. Moore and [REDACTED] re: total costs incurred for analysis for this matter.	0.10 650.00/hr	65.00
	ECN	Receive and review correspondence between M. Moore and J. Lawrence of Phoenix Settlement Administrators re: quote to administer PAGA only settlement.	0.10 650.00/hr	65.00
	ECN	Receive and review correspondence between M. Moore and L. David, defense counsel re: fully executed MOU.	0.20 650.00/hr	130.00
	SML	Receive and review correspondence between M. Moore and [REDACTED] re: total costs incurred for analysis for this matter.	0.10 750.00/hr	75.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
5/4/2021	SML	Receive and review correspondence between M. Moore and J. Lawrence of Phoenix Settlement Administrators re: quote to administer PAGA only settlement.	0.10 750.00/hr	75.00
	SML	Receive M. Moore's notes from her call with client re: [REDACTED]	0.10 750.00/hr	75.00
	SML	Receive and review correspondence between M. Moore and L. David, defense counsel re: fully executed MOU.	0.20 750.00/hr	150.00
	SML	Confer with M. Moore re: next steps, including drafting the settlement agreement in compliance with Court's previous rulings.	0.20 750.00/hr	150.00
	SML	Confer with P. Haines re: settlement and plan for approval process including the drafting of the settlement agreement.	0.40 750.00/hr	300.00
5/5/2021	MLM	Correspondence to L. David with draft settlement agreement and proposed quote from Phoenix Settlement Administrators.	0.10 400.00/hr	40.00
	MLM	Receive and incorporate E. Nguyen's proposed changes to the enforcement action language in the settlement agreement.	0.20 400.00/hr	80.00
	MLM	Receive and incorporate S. Lidman's edits and changes to the settlement agreement.	0.40 400.00/hr	160.00
	MLM	Continue drafting PAGA only settlement agreement and revisions to the release language and email to S. Lidman and E. Nguyen re: the same.	1.90 400.00/hr	760.00
	ECN	Receive and review correspondence between M. Moore and L. David with draft settlement agreement and proposed quote from Phoenix Settlement Administrators.	0.10 650.00/hr	65.00
	SML	Receive and review correspondence between M. Moore and L. David with draft settlement agreement and proposed quote from Phoenix Settlement Administrators.	0.10 750.00/hr	75.00
	SML	Receive and revise PAGA only settlement agreement including timing of payment and administration timeline and email to M. Moore re: same.	1.00 750.00/hr	750.00
5/14/2021	MLM	Draft Joint Notice of Recommended Settlement and Stipulation to: (1) Vacate June 3, 2021 Case Management Conference and (2) Set Plaintiff's deadline to file Motion for Settlement Approval of Claims Brought Under the Private Attorneys General Act and Reasonable Attorneys' Fees.	0.70 400.00/hr	280.00
	SML	Receive and revise draft Joint Notice of Recommended Settlement and Stipulation to: (1) Vacate June 3, 2021 Case Management Conference and (2) Set Plaintiff's deadline to file Motion for Settlement Approval of Claims Brought Under the Private Attorneys General Act and Reasonable Attorneys' Fees and email to M. Moore re: same.	0.40 750.00/hr	300.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
5/17/2021	DJ	Receive instruction in correspondence from M. Moore re: filing Joint Notice of Settlement and Stipulation/Proposed Order; finalize and submit same for filing.	0.30 175.00/hr	52.50
	MLM	Provide guidance to D. Joudi re: finalizing and filing the Parties' joint stipulation.	0.10 400.00/hr	40.00
	MLM	Correspondence with L. David, defense counsel, re: approval of draft stipulation and authorization to add her electronic signature for filing.	0.20 400.00/hr	80.00
	MLM	Receive and review S. Lidman's comments to the draft stipulation and email to L. David, defense counsel, re: same.	0.20 400.00/hr	80.00
	MLM	Make revisions to the draft stipulation, including updating the deadline for Plaintiff to file his PAGA approval motion and email to S. Lidman re: same.	0.30 400.00/hr	120.00
	ECN	Receive and review correspondence between M. Moore and L. David, defense counsel, re: approval of draft stipulation and authorization to add her electronic signature for filing.	0.10 650.00/hr	65.00
	SML	Receive and review correspondence between M. Moore and L. David, defense counsel, re: approval of draft stipulation and authorization to add her electronic signature for filing.	0.10 750.00/hr	75.00
5/18/2021	MLM	Receive and review Court order granting Parties' stipulation and setting Plaintiff's deadline to file his PAGA approval motion.	0.20 400.00/hr	80.00
	MLM	Receive and review L. David's, defense counsel, proposed changes to the settlement agreement.	1.40 400.00/hr	560.00
	ECN	Receive and review Court order granting Parties' stipulation and setting Plaintiff's deadline to file his PAGA approval motion.	0.10 650.00/hr	65.00
	ECN	Confer with S. Lidman and P. Haines re: L. David's proposed changes to the settlement agreement.	0.30 650.00/hr	195.00
	ECN	Receive and review L. David's, defense counsel, proposed changes to the settlement agreement.	0.50 650.00/hr	325.00
	SML	Receive and review Court order granting Parties' stipulation and setting Plaintiff's deadline to file his PAGA approval motion.	0.10 750.00/hr	75.00
	SML	Confer with E. Nguyen and P. Haines re: L. David's proposed changes to the settlement agreement.	0.30 750.00/hr	225.00
	SML	Receive and review L. David's, defense counsel, proposed changes to the settlement agreement.	0.50 750.00/hr	375.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
5/19/2021	DJ	Update remote appearance scheduling for upcoming hearing; update client file.	0.10 175.00/hr	17.50
	DJ	Receive conformed copy of Joint Stipulation/Order; update client file.	0.10 175.00/hr	17.50
	MLM	Continue legal research regarding Court's ruling and approval of release language and confer with S. Lidman re: same.	0.80 400.00/hr	320.00
	MLM	Begin drafting Notice to Employees of PAGA Settlement.	0.90 400.00/hr	360.00
	MLM	Further revise the settlement agreement incorporating L. David's, defense counsel, proposed changes and further revising the release language in compliance with the Court's prior tentative rulings and emails with L. David re: same.	1.10 400.00/hr	440.00
6/1/2021	MLM	Correspondence to L. David re: status of settlement agreement.	0.10 400.00/hr	40.00
	ECN	Receive and review correspondence from M. Moore to L. David re: status of settlement agreement.	0.10 650.00/hr	65.00
	ECN	Confer with P. Haines and S. Lidman re: PAGA approval motions and court's required supporting documents.	0.30 650.00/hr	195.00
	SML	Receive and review correspondence from M. Moore to L. David re: status of settlement agreement.	0.10 750.00/hr	75.00
	SML	Confer with P. Haines and E. Nguyen re: PAGA approval motions and court's required supporting documents.	0.30 750.00/hr	225.00
	SML	Communicate with P. Haines re: status of settlement agreement and PAGA approval documents.	0.40 750.00/hr	300.00
6/4/2021	DJ	Receive guidance from M. Moore re: call with client [REDACTED] [REDACTED]	0.20 175.00/hr	35.00
	MLM	Provide guidance to D. Joudi re: call with client [REDACTED] [REDACTED]	0.20 400.00/hr	80.00
6/14/2021	MLM	Revise Notice to Employees of PAGA Settlement and email to S. Lidman re: same.	0.50 400.00/hr	200.00
	ECN	Receive and review further revised settlement agreement incorporating M. Moore's further changes.	0.40 650.00/hr	260.00
	SML	Receive and revise Notice to Employees of PAGA payment to include language re: taxes and email to M. Moore re: same.	0.30 750.00/hr	225.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
6/15/2021	MLM	Receive S. Lidman's feedback on Notice to Employees of PAGA Settlement.	0.20 400.00/hr	80.00
6/23/2021	MLM	Correspondence with L. David, defense counsel, re: status of settlement agreement.	0.20 400.00/hr	80.00
	ECN	Receive and review correspondence from M. Moore to L. David, defense counsel, re: status of settlement agreement.	0.10 650.00/hr	65.00
	SML	Receive and review correspondence from M. Moore to L. David, defense counsel, re: status of settlement agreement.	0.10 750.00/hr	75.00
7/7/2021	MLM	Correspondence with L. David, defense counsel, re: settlement agreement and notice to employees of PAGA payment.	0.20 400.00/hr	80.00
	MLM	Receive L. David's email re: settlement agreement and make further revisions to change release language to state "may be forever barred as a matter of law."	0.60 400.00/hr	240.00
	ECN	Receive and review correspondence from M. Moore to L. David, defense counsel, re: settlement agreement and notice to employees of PAGA payment.	0.10 650.00/hr	65.00
	SML	Receive and review correspondence from M. Moore to L. David, defense counsel, re: settlement agreement and notice to employees of PAGA payment.	0.10 750.00/hr	75.00
	SML	Receive and review further revised settlement agreement incorporating M. Moore's further changes.	0.40 750.00/hr	300.00
7/12/2021	MLM	Correspondence to L. David, defense counsel, re: further revised settlement agreement and draft notice to employees of PAGA payment.	0.10 400.00/hr	40.00
	MLM	Draft my declaration in support of PAGA approval motion.	0.50 400.00/hr	200.00
	MLM	Confer with S. Lidman and E. Nguyen re Court's tentative rulings on PAGA approval motions and requirements for points and authorities to include low, high and average PAGA payment.	0.50 400.00/hr	200.00
	MLM	Draft E. Nguyen declaration in support of PAGA approval motion.	0.60 400.00/hr	240.00
	ECN	Receive and review correspondence between M. Moore and L. David, defense counsel, re: further revised settlement agreement and draft notice to employees of PAGA payment.	0.10 650.00/hr	65.00
	ECN	Confer with S. Lidman and M. Moore re Court's tentative rulings on PAGA approval motions and requirements for points and authorities to include low, high and average PAGA payment.	0.50 650.00/hr	325.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
7/12/2021	SML	Receive and review correspondence between M. Moore and L. David, defense counsel, re: further revised settlement agreement and draft notice to employees of PAGA payment.	0.10 750.00/hr	75.00
	SML	Confer with M. Moore and E. Nguyen re Court's tentative rulings on PAGA approval motions and requirements for points and authorities to include low, high and average PAGA payment.	0.50 750.00/hr	375.00
7/13/2021	MLM	Draft P. Haines declaration in support of PAGA approval motion.	0.70 400.00/hr	280.00
	MLM	Draft Phoenix declaration in support of PAGA approval motion and include costs associated with sending notice in both English and Spanish.	0.90 400.00/hr	360.00
	SML	Receive and revise Phoenix declaration in support of PAGA approval motion and email to M. Moore re: same.	0.20 750.00/hr	150.00
7/14/2021	MLM	Receive and review S. Lidman's revisions to client declaration in support of PAGA approval motion in accordance with Court's guidelines.	0.40 400.00/hr	160.00
	MLM	Begin drafting PAGA approval motion, including introduction and summary of the litigation.	0.70 400.00/hr	280.00
	MLM	Call with client re: [REDACTED]	0.70 400.00/hr	280.00
	MLM	Draft client declaration in support of PAGA approval motion.	0.80 400.00/hr	320.00
	SML	Receive and revise client declaration in support of PAGA approval motion and email to M. Moore re: same.	0.40 750.00/hr	300.00
7/19/2021	MLM	Correspondence to L. David, counsel for Defendant, re: Defendant's signature on the settlement agreement.	0.10 400.00/hr	40.00
	MLM	Receive guidance from S. Lidman re: Phoenix Settlement Administrators declaration in support of PAGA approval motion.	0.20 400.00/hr	80.00
	MLM	Communicate with S. Lidman re: requested costs in PAGA approval motion.	0.30 400.00/hr	120.00
	MLM	Draft S. Lidman declaration in support of motion for PAGA approval.	1.10 400.00/hr	440.00
	MLM	Draft proposed order granting approval of PAGA settlement.	1.50 400.00/hr	600.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
7/19/2021	MLM	Continue drafting points and authorities including, the overview of the proposed settlement and analysis of claims alleged in operative complaint.	2.20 400.00/hr	880.00
	ECN	Receive M. Moore's correspondence to L. David, defense counsel, re: status of Defendant's signature on settlement agreement.	0.10 650.00/hr	65.00
	SML	Receive M. Moore's correspondence to L. David, defense counsel, re: status of Defendant's signature on settlement agreement.	0.10 750.00/hr	75.00
	SML	Confer with P. Haines re: status of settlement agreement.	0.20 750.00/hr	150.00
	SML	Communicate with M. Moore re requested costs in PAGA approval motion.	0.30 750.00/hr	225.00
7/20/2021	MLM	Draft summary expense chart to include as exhibit to S. Lidman declaration in support of PAGA approval motion.	0.40 400.00/hr	160.00
	MLM	Continue revising points and authorities including adding case law for lodestar analysis.	0.70 400.00/hr	280.00
7/21/2021	MLM	Correspondence to L. David, counsel for Defendant, re: Defendant's signature on the settlement agreement.	0.10 400.00/hr	40.00
	MLM	Receive and review S. Lidman's revisions to PAGA approval motion.	0.60 400.00/hr	240.00
	ECN	Receive M. Moore's correspondence to L. David, defense counsel, re: status of Defendant's signature on settlement agreement.	0.10 650.00/hr	65.00
	SML	Receive M. Moore's correspondence to L. David, defense counsel, re: status of Defendant's signature on settlement agreement.	0.10 750.00/hr	75.00
	SML	Confer with P. Haines re: court's tentative rulings for PAGA approval motions.	0.50 750.00/hr	375.00
	SML	Review and revise PAGA approval motion, including revisions to Kullar analysis.	1.50 750.00/hr	1,125.00
7/22/2021	MLM	Correspondence to Phoenix Settlement Administrators re: declaration in support of PAGA approval motion.	0.20 400.00/hr	80.00
	MLM	Receive guidance from E. Nguyen for further revisions to points and authorities in support of PAGA approval motion and S. Lidman declaration.	0.40 400.00/hr	160.00
7/23/2021	MLM	Receive and review S. Lidman's revisions to S. Lidman's declaration in support of PAGA approval motion and revise same.	1.40 400.00/hr	560.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
7/23/2021	SML	Receive and review my declaration in support of motion for PAGA approval and email to M. Moore re: same.	0.70 750.00/hr	525.00
7/26/2021	MLM	Receive and review S. Lidman's revisions to E. Nguyen's declaration in support of PAGA approval motion and revise same.	0.20 400.00/hr	80.00
	MLM	Receive S. Lidman's feedback on summary expense chart.	0.20 400.00/hr	80.00
	MLM	Continue to further revise S. Lidman's declaration in support of Motion for PAGA approval.	0.20 400.00/hr	80.00
	MLM	Further revise proposed order granting PAGA approval and confer with S. Lidman re: same.	0.30 400.00/hr	120.00
	SML	Receive and revise E. Nguyen declaration in support of PAGA approval motion and email to M. Moore re: same.	0.10 750.00/hr	75.00
	SML	Review and revise summary expense chart.	0.20 750.00/hr	150.00
	SML	Review and revise proposed order granting approval of PAGA settlement to include express release language from settlement agreement.	0.80 750.00/hr	600.00
	MLM	Email to L. David, counsel for Defendant, re: status of executed settlement agreement.	0.10 400.00/hr	40.00
	ECN	Receive and review M. Moore's email to L. David, counsel for Defendant, re: status of executed settlement agreement.	0.10 650.00/hr	65.00
	SML	Receive and review M. Moore's email to L. David, counsel for Defendant, re: status of executed settlement agreement.	0.10 750.00/hr	75.00
7/27/2021	MLM	Receive and review E. Nguyen's revisions to her declaration in support of PAGA approval motion and incorporate same.	0.20 400.00/hr	80.00
	MLM	Receive and review S. Lidman's revisions to P. Haines declaration in support of PAGA approval motion and revise same.	0.20 400.00/hr	80.00
	ECN	Receive and revise my declaration in support of PAGA approval motion and email to M. Moore re: same.	0.40 650.00/hr	260.00
	SML	Receive and revise P. Haines declaration in support of PAGA approval motion and email to M. Moore re: same.	0.20 750.00/hr	150.00
7/28/2021	MLM	Email to L. David, counsel for Defendant, re: status of executed settlement agreement.	0.10 400.00/hr	40.00

8/2/2021

			<u>Hrs/Rate</u>	<u>Amount</u>
7/28/2021	ECN	Receive and review email from M. Moore to L. David, counsel for Defendant, re: status of executed settlement agreement.	0.10 650.00/hr	65.00
	SML	Receive and review email from M. Moore to L. David, counsel for Defendant, re: status of executed settlement agreement.	0.10 750.00/hr	75.00
7/29/2021	MLM	Email to L. David, counsel for Defendant, re: status of executed agreement for PAGA Approval Motion.	0.10 400.00/hr	40.00
	ECN	Receive and review email from M. Moore to L. David, counsel for Defendant, re: status of executed agreement for PAGA Approval Motion.	0.10 650.00/hr	65.00
	SML	Receive and review email from M. Moore to L. David, counsel for Defendant, re: status of executed agreement for PAGA Approval Motion.	0.10 750.00/hr	75.00
7/30/2021	SML	Analyze billing records for privilege and provide direction re: redact billing records to protect privilege material for submission to court as part of final approval motion.	3.00 750.00/hr	2,250.00
	MLM	Correspondence to L. David, counsel for Defendant re: executed agreement for the filing of the PAGA Approval Motion.	0.10 400.00/hr	40.00
	ECN	Review email from M. Moore to L. David, counsel for Defendant re: executed agreement for the filing of the PAGA Approval Motion.	0.10 650.00/hr	65.00
	SML	Review email from M. Moore to L. David, counsel for Defendant re: executed agreement for the filing of the PAGA Approval Motion.	0.10 750.00/hr	75.00
8/2/2021	DJ	Review correspondence from M. Moore providing directions re: finalizing motion for PAGA approval and supporting documents for filing.	0.20 175.00/hr	35.00
	MLM	Email to D. Joudi providing directions re: finalizing motion for PAGA approval and supporting documents for filing.	0.20 400.00/hr	80.00
	MLM	Final review of motion for PAGA approval and supporting documents.	1.00 400.00/hr	400.00
	SML	Final review of motion for PAGA approval and supporting documents.	0.50 750.00/hr	375.00
	MLM	Email to L. David, counsel for Defendant, re: status of executed agreement for the filing of the motion for PAGA approval.	0.10 400.00/hr	40.00
	ECN	Receive email from M. Moore to L. David, counsel for Defendant, re: status of executed agreement for the filing of the motion for PAGA approval. Review	0.10 650.00/hr	65.00
	SML	Receive email from M. Moore to L. David, counsel for Defendant, re: status of executed agreement for the filing of the motion for PAGA approval. Review	0.10 750.00/hr	75.00

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	163.20	\$86,197.50
Balance due		<u>\$86,197.50</u>

EXHIBIT 4

EXHIBIT 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

EXHIBIT 5

Expense Summary
Carlos Chacon v. Exemplis LLC

EXPENSE	AMOUNT
Mediation Costs (Plaintiff's portion of mediator's expenses)	\$5,000.00
Expert Fees	\$13,637.00
Filing, Service, and Messenger Fees	\$1,644.28
Copying Costs	\$53.25
Postage Costs	\$93.88
Legal Research Fees	\$30.90
CourtCall Expenses	\$94.00
PAGA Approval Motion Fees	\$60.00
TOTAL:	\$20,613.31

EXHIBIT 6

EXHIBIT 6

From: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, August 2, 2021 5:07:56 PM

08/02/2021 05:07:46 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court and Hearing Information

Court *

Orange County Superior

Court Case Number *

30-2020-01157341

Hearing Date (if any)

8/27/2021

Hearing Time

10:00 a.m.

Hearing Location

751 W Santa Ana Blvd, Sar

Number of aggrieved employees *

563

Gross settlement amount *

250000

Gross penalty amount *

137303.36

Penalties to LWDA *

102977.52

Date of proposed settlement *

08/02/2021

Proposed Settlement and Other Documents

Proposed Settlement *

2021-08-02 E...xecuted).pdf

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.