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Attorneys for Plaintiff VICTOR TORRES

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

VICTOR TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GIBSON PERFORMANCE CORPORATION,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. RIC2002842

[Assigned for All Purposes to Hon. Angel M.
Bermudez, Dept. S302]

**COMPENDIUM OF DECLARATIONS
FILED CONCURRENTLY WITH
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 1, 2022
Time: 10:30 a.m.
Dept.: S302

Reservation ID: 013127351548

[Concurrently filed with:

- Plaintiff's Notice of Motion and Motion for Settlement Approval; MPA in Support Thereof
- [Proposed] Order and Judgment Granting Plaintiff's Motion for Settlement Approval
- Proof of Service
- Proof of Service (on LWDA)]

Filed: July 24, 2020
Trial: Not Set

With respect to the declarations and supporting exhibits cited in Plaintiff's Motion for Settlement Approval of Claims Brought Under the Private Attorneys General Act and Reasonable Attorneys' Fees, Costs, and Enhancement Award ("Plaintiff's Motion"), the following are hereby concurrently filed with the Court:

Exhibit 1: Declaration of Elizabeth Nguyen in support of Plaintiff's Motion ("Nguyen Decl.")

Exhibit A to Nguyen Decl.: Plaintiff's July 24, 2020 LWDA Letter

Exhibit B to Nguyen Decl.: PAGA Settlement Agreement

Exhibit C to Nguyen Decl.: Expense Summary

Exhibit D to Nguyen Decl.: Lidman Law, APC Attorney Billing Report

Exhibit E to Nguyen Decl.: Laffey Matrix

Exhibit 2: Declaration of Scott M. Lidman in support of Plaintiff's Motion

Exhibit 3: Declaration of Milan Moore in support of Plaintiff's Motion

Exhibit 4: Declaration of Paul K. Haines in support of Plaintiff's Motion ("Haines Decl.")

Exhibit A to Haines Decl.: Expense Summary

Exhibit B to Haines Decl.: Haines Law Group, APC Attorney Billing Report

Exhibit 5: Declaration of Plaintiff Victor Torres in support of Plaintiff's Motion

Exhibit 6: Declaration of Jeffrey Krivis

Exhibit 7: Declaration of Eric Springer of Simpluris, Inc. in support of Plaintiff's Motion ("Springer Decl.")

Exhibit A to Springer Decl.: Simpluris, Inc.'s SOC 2 Compliance

Exhibit B to Springer Decl.: Simpluris, Inc.'s Summary of Costs

Dated: July 8, 2022

Respectfully submitted,
LIDMAN LAW, APC

By:

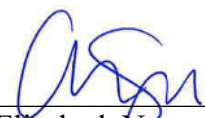

Elizabeth Nguyen
Attorneys for Plaintiff
VICTOR TORRES

EXHIBIT 1

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100, inclusive,

Defendants.

Case No. RIC2002842

[Assigned for All Purposes to Hon. Angel M.
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**DECLARATION OF ELIZABETH NGUYEN IN
SUPPORT OF MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT UNDER
THE PRIVATE ATTORNEYS GENERAL ACT
AND REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: August 1, 2022
Time: 10:30 a.m.
Dept.: S302

Reservation ID: 013127351548

Filed: July 24, 2020
Trial: Not Set

1 I, ELIZABETH NGUYEN, declare as follows:

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

6 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an extern
7 for the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During
8 law school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel
9 for the State Bar of California.

10 3. Since graduating from law school, my practice has focused almost exclusively on
11 employment litigation. In October 2007, I began working as an associate attorney at the international
12 law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the
13 “largest law firm in the world exclusively devoted to representing management in employment,
14 employee benefits and labor law matters.”

15 4. In June 2012, I left Littler Mendelson to work at the Los Angeles office of Reed Smith
16 LLP. During my employment at Reed Smith, I worked exclusively in the labor and employment
17 practice group. In June 2013, I returned to Littler Mendelson as an associate attorney, was promoted to
18 Shareholder in 2015, and was elevated to participating Shareholder in 2017. Since October 2007, my
19 practice has been and continues to be exclusively labor and employment law, with a strong emphasis
20 on wage and hour class actions venued in both state and federal courts. During this time period and my
21 legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters
22 as well. During my employment at Littler Mendelson, I was a member of its Class Action Practice
23 Group.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and was primarily responsible for managing the litigation both in my role
26 as a Senior Associate and as a Shareholder. In particular, I received a wide-array of wage and hour
27 class action experience performing the following types of tasks: drafting demurrers, motions to strike
28

1 and/or dismiss; removing actions from state court to federal court; drafting and responding to written
2 discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting
3 motions to consolidate related matters; interviewing putative class members and obtaining declarations
4 in connection with class certification; drafting oppositions to motions for class certification; conducting
5 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing
6 at class certification and potential damages resulting from such claims; drafting mediation briefs;
7 serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class
8 members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I
9 also was involved in the negotiations and settlements of many large wage and hour class actions. In
10 short, I played an integral role in all aspects of litigation from the inception of a matter through and
11 beyond class certification. I also supervised the work of several associate attorneys who were staffed
12 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 an Associate and/or Shareholder at Littler
15 Mendelson:

- 16 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior
17 Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 18 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court,
19 County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 20 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
21 States District Court, Central District of California, Honorable Judge Percy
22 Anderson, presiding.
- 23 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
24 States District Court, Central District of California, Honorable Judge Percy
25 Anderson, presiding.

- 1 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
2 Superior Court, County of Los Angeles, Honorable Judge Jane Johnson,
3 presiding.¹
- 4 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
5 Superior Court, County of Orange, Honorable Judge Thierry Patrick Colaw,
6 presiding.
- 7 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California
8 Superior Court, County of Solano, Honorable Judge Paul Berman, presiding.
- 9 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United
10 States District Court, Central District of California, Honorable Judge Dale
11 Fischer, presiding.
- 12 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
13 States District Court, Central District of California, Honorable Judge Margaret
14 Morrow, presiding.
- 15 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
16 District Court, Central District of California, Honorable Judge Margaret Morrow,
17 presiding.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Judge Jeffrey B.
20 Barton, presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Judge Terry Green, presiding.
- 25
26
27

28 ¹ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

- 1 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
2 Court, County of San Francisco.
- 3 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM,
4 United States District Court, Central District of California, Honorable Judge Dale
5 Fischer, presiding.
- 6 ▶ *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM, United
7 States District Court, Central District of California, Honorable Judge Dale
8 Fischer, presiding.

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

25 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
26 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
27 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
28

1 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
2 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
3 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
4 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
5 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
6 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
7 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.
8 Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court,
9 County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane,*
10 *Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael
11 A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior
12 Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El*
13 *Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles,
14 Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No.
15 BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
16 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of
17 Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case
18 No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
19 Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084,
20 California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero*
21 *v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles,
22 Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*,
23 Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge
24 David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-
25 CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding;
26 *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara,
27 Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001,
28

1 California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding;
2 and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States
3 District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

4 9. As co-counsel for Plaintiff, I have been intimately involved in this case from its
5 inception through the present, and believe that the proposed Settlement is an excellent result for the
6 Aggrieved Employees.

7 10. Defendant Gibson Performance Corporation (“Gibson Performance” or “Defendant”)
8 manufactures automotive exhaust systems. Plaintiff, a current employee, has been employed by
9 Defendant as an hourly, non-exempt employee from approximately October 17, 2011 through
10 approximately September 30, 2019. During his employment, he worked as a Quality Control Inspector
11 out of Defendant’s facility in Corona, California.

12 11. On July 24, 2020, Plaintiff filed a Class Action Complaint against Defendant alleging on
13 behalf of himself and all others similarly situated, the following class-wide claims for: (1) failure to pay
14 all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal
15 periods; (4) failure to authorize and permit all paid rest periods; (5) failure to provide accurate, itemized
16 wage statements; and (6) unfair competition. On October 5, 2020, Plaintiff filed a First Amended Class
17 and Representative Action Complaint (“FAC”), adding a seventh cause of action for civil penalties
18 under the Private Attorneys General Act of 2004 (“PAGA”), after exhausting his administrative
19 requirements under the PAGA. A true and correct copy of Plaintiff’s letter to the LWDA is attached
20 hereto as **Exhibit A**. On December 24, 2020, pursuant to Plaintiff’s voluntary request and in light of
21 the existence of a purported arbitration agreement, the Court granted Plaintiff’s motion to dismiss the
22 individual and class allegations without prejudice, seventh cause of action for civil penalties under the
23 Private Attorneys General Act of 2004.

24 12. In this matter, Gibson Performance produced information and documents pertaining to
25 Plaintiff and other Aggrieved Employees, including and timekeeping records and payroll data for the
26 Aggrieved Employees and Plaintiff, applicable employee handbooks, wage and hour policies and other
27 relevant documents and information for the underlying claims prior to the Parties’ scheduled mediation
28 on January 20, 2022. Plaintiff contends that the sampling of timekeeping and payroll records is

1 statistically significant and reliable for purposes of evaluating a potential settlement as it is for 81 of the
2 91 Aggrieved Employees, which is approximately 90%, and for a majority of the relevant time period.
3 This data, coupled with the applicable employee handbooks and policies, and the list of Aggrieved
4 Employees with hire and termination dates, enabled Plaintiff to extrapolate the civil penalties owed for
5 potential meal and rest and unpaid wages violations.

6 13. After the detailed review of the payroll and time records analysis and other documents
7 and policies produced by Gibson Performance, Plaintiff's Counsel drew on their extensive experience
8 in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the
9 parties to assess the merits and value of Plaintiff's claims and defenses thereto, if a settlement could not
10 be reached.

11 **CMO C.2.a. and C.2.b**

12 14. A true and correct copy of the fully-executed PAGA Settlement Agreement
13 ("Settlement") is attached hereto as **Exhibit B**. The Parties utilized the services of a third party neutral
14 mediator, Jeffrey Krivis. On January 20, 2022, after extensive research and analysis, a mediation was
15 held with Jeffrey Krivis, a well-respected wage and hour class and representative action mediator.
16 During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of
17 Plaintiff proceeding on a representative basis, and the legal basis for the claims and defenses.
18 Although the Parties did not reach a settlement at mediation, the Parties continued to negotiate
19 settlement with the assistance of the mediator. Ultimately, the Parties agreed in principle on a
20 settlement that would resolve this matter in its entirety. The parties then finalized the terms of
21 settlement and executed the PAGA Settlement Agreement.

22 This Settlement provides for Gibson Performance to pay a Gross Settlement Amount of
23 \$165,000.00. Exh B at Settlement, ¶ III.2. After deducting amounts for requested attorneys' fees,
24 attorneys' costs, Plaintiff's requested enhancement award, and settlement administration costs, the
25 Settlement provides for distribution of the remaining Net Settlement Amount ("NSA") to Aggrieved
26 Employees and the LWDA distributed as follows: 75% to the LWDA and 25% to Aggrieved
27 Employees pursuant to Labor Code 2699(i). Exh B at Settlement, ¶ III.5.

Gross Settlement Amount:	\$165,000.00
Minus Court-approved attorneys' fees (1/3):	\$55,000.00

Minus Court-approved attorneys' costs:	\$10,721.39
Minus Court-approved enhancement award:	\$5,000.00
Minus settlement administrator costs:	\$3,000.00
Net Settlement Amount:	\$91,278.61

Net Settlement Amount:	\$91,278.61
75% to LWDA	\$68,458.96
25% to Aggrieved Employees	\$22,819.65

The entire NSA shall be designated as PAGA civil penalties. Of the NSA, 75% of the NSA will be distributed to the LWDA and 25% will be distributed to the Aggrieved Employees under Labor Code § 2699(i). Based on these distributions, the amount to be paid to the LWDA will be \$68,458.96 and the amount paid to Aggrieved Employees is estimated to be \$22,819.65. This portion of the NSA 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 and will be reported on an IRS Form 1099. Settlement, ¶ III.6.b

CMO C.2.c.

15. A copy of this motion, including the settlement agreement, has been submitted to the LWDA on the same date that Plaintiff filed this motion.

CMO C.3.a – C.3.d.

16. Plaintiff and the other Aggrieved Employees' claims arise from Gibson Performance's timekeeping and meal and rest period policies and practices. Specifically, Plaintiff alleges that he and the other Aggrieved Employees were not paid for all of their time worked. Plaintiff alleges that Gibson would keep track of the non-exempt employees time worked on a timecard and would unlawfully shave and/or round the work time such that Plaintiff and the other Aggrieved Employees would not be fully paid for all of their time worked. Based, on Plaintiff's review of the timekeeping and payroll records produced in connection with mediation, Plaintiff alleges that Gibson underpaid the Aggrieved Employees on average one (1) hour per bi-weekly pay period. Plaintiff alleges that Gibson Performance's policy and practice of rounding and/or time shaving occurred in all of the 3,289 pay periods. As such, Plaintiff calculated Gibson Performance's exposure pursuant to Labor Code 1197.1

1 at **\$808,600.00** ((91 Aggrieved Employees x \$100 initial violation) + (3,198 x \$250 subsequent
2 violation)).

3 17. Gibson counters that it properly compensated Plaintiff and all other Aggrieved
4 Employees for their time worked. Gibson also contends that its rounding practices were lawful, and
5 any unpaid time was de minimis and therefore non-compensable. Gibson also contends that Plaintiff
6 could not recover the \$250 civil penalty for “subsequent violations” because it did not have notice of
7 any initial violation. Lastly, Gibson contends that the Court would use its discretion provided for in
8 the PAGA to reduce the maximum penalty exposure due to its good faith efforts to comply with
9 applicable law. In light of these defenses, Plaintiff discounted the maximum recovery on this claim by
10 75% to account for the risk that Gibson could prevail in its defenses, to arrive at a projected total of
11 **\$202,150** ($\$202,150 = \$808,600 * 25\%$).

12 18. Plaintiff also alleges that Gibson failed to provide all required meal periods to its
13 Aggrieved Employees. Specifically, Plaintiff alleges that during portions of the relevant time period,
14 Gibson’s meal period policies and practices failed to require its employees to record the start and stop
15 time for all meal periods. Plaintiff is also informed and believes that during these times Gibson would
16 unlawfully automatically deduct thirty (30) minutes from the non-exempt employees’ work time each
17 shift for purported meal breaks regardless of if a meal period was taken or not. Further, Plaintiff alleges
18 that when Gibson did require its employees to record their meal periods, and as a result of the work
19 demands imposed by Gibson and the requirement to stand in long lines, the employees’ meal periods
20 were often late, short, or otherwise unlawful. Indeed, based on Plaintiff’s review of the records
21 produced in connection with mediation, Gibson had a 94% non-compliance rate. Accordingly, Plaintiff
22 calculated Gibson’s exposure (at a minimum) pursuant to section 558 is **\$324,350** ((91 x \$50 initial
23 violation) + (3,198 x \$100 subsequent violations)).

24 19. Gibson counters that it has always provided non-exempt employees with an opportunity
25 to take legally compliant meal periods, and any non-compliant meal periods reflected in employee
26 timekeeping records were solely the result of employee choice, rather than any policy or practice of
27 Defendant. Gibson Performance points out that it is only required to “provide” the opportunity to take
28

meal periods, not “ensure” meal periods are taken, and that they have always done so. Gibson also contends that Plaintiff could not recover the \$100 civil penalty for “subsequent violations” because it did not have notice of any initial violation. Lastly, Gibson contends that the Court would use its discretion provided for in the PAGA to reduce the maximum penalty exposure due to its good faith efforts to comply with applicable law. Given these defenses, Plaintiff discounted the maximum recovery on this claim by 80% to account for the risk that Gibson could prevail in its defenses, to arrive at a projected total of **\$64,870** ($\$64,870 = \$324,350 * 20\%$).

20. Plaintiff also alleges that Gibson failed to authorize and permit all legally required duty-free rest periods. Specifically, Plaintiff alleges that Gibson required him and the other Aggrieved Employees to remain on the work premises during rest periods in violation of California law. Based on Plaintiff’s review of the data produced in connection with mediation, there was at least one shift worked in excess of 3.5 hours in each of the bi-weekly pay periods during the relevant time period. As such, Plaintiff calculated Gibson’s exposure at **\$324,350** ((91 x \$50 initial violation) + (3,198 x \$100 subsequent violations)).

21. Gibson counters it has always maintained and enforced lawful rest period policies and practices, and that Plaintiff and other non-exempt employees were authorized and permitted to take all off-duty rest periods in compliance with California law. Gibson also contends that Plaintiff could not recover the \$100 civil penalty for “subsequent violations” because it did not have notice of any initial violation. Lastly, Gibson contends that the Court would use its discretion provided for in the PAGA to reduce the maximum penalty exposure due to its good faith efforts to comply with applicable law. Given these defenses, Plaintiff discounted the maximum recovery on this claim by 70% to account for the risk that Gibson could prevail in its defenses, to arrive at a projected total of **\$97,305** ($\$97,305 = \$324,350 * 30\%$).

22. As a result of the above, Plaintiff alleges that Gibson faces exposure for failing to provide accurate, itemized wage statements to Plaintiff and the other Aggrieved Employees during the relevant time period. Therefore, pursuant to Labor Code § 226.3 and only applying the initial violation

1 rate of \$250, Plaintiff calculated Gibson's exposure at **\$822,250** (3,289 pay periods x \$250 initial
2 violation).

3 23. Gibson argues that Plaintiff's underlying claims will fail and, as a result, the wholly
4 derivative wage statement claim will also fail. Gibson also argues that meal and rest period claims
5 cannot support a claim for wage statement penalties. Further, Gibson contends that the "second
6 violation" should not be applied where the LWDA has not previously cited Gibson. Finally, Gibson
7 also argues that since the primary allegations in this case are that Gibson failed to pay all wages and
8 provide all meal and rest periods, imposing multiple penalties based on different Labor Code section
9 under derivative theories of liability for the same conduct would be inappropriate and unfair. As such,
10 Plaintiff discounted that figure by 85% to account for the risk of losing on the merits and for the risk
11 of the Court reducing penalties, to arrive at a realistic recovery for Aggrieved Employees of
12 **\$123,337.50** ($\$123,337.50 = \$822,250 * 15\%$).

13 24. Based on the above calculations, and without taking into account of Gibson's defenses
14 and the Court's discretion to reduce civil penalties, Gibson is potentially liable for **\$2,279,550**
15 ($\$2,279,550 = \$808,600 + \$324,500 + \$324,500 + \$822,250$). Based on the sum of the foregoing
16 estimated figures, Plaintiff predicts the realistic total recovery for the Aggrieved Employees to be
17 approximately **\$487,662.50** ($\$487,662.50 = \$202,150 + \$64,870 + \$97,305 + \$123,337.50$), and that
18 is even assuming the Court would allow the "stacking" of PAGA penalties for various Labor Code
19 violations.

20 **CMO C.3.e.**

21 25. If the fact finder accepts all of Gibson's asserted defenses, then it would be unlikely
22 that the fact finder would find any of the alleged violations would be knowing and intentional.

23 **CMO C.3.f.**

24 26. Gibson has not previously been cited by the LWDA for any Labor Code violations and
25 no prior class or PAGA action has been filed against Gibson for the same or similar wage and hour
26 class actions weighs in favor of Gibson's defense that an imposition of the maximum total amount of
27 statutory penalties would be unjust, arbitrary and oppressive or confiscatory.

1 **CMO C.3.g.**

2 27. Without waiving the mediation privileges and confidentiality agreements, the Parties
3 did not settle at mediation on January 20, 2022. Following the unsuccessful mediation, the Parties
4 further vetted the issues with the mediator Jeff Krivis after Mr. Krivis reviewed additional financial
5 documentation provided by Gibson. Thereafter, the Parties with the assistance of a mediator
6 specifically negotiated and ultimately agreed to resolve the PAGA claim for \$165,000.00. Further,
7 Plaintiff estimated a realistic exposure of \$487,662.50. As such, Plaintiff submits that settling the
8 PAGA claim for \$165,000.00 represents about 34% of the estimated realistic exposure and is
9 reasonable based on the associated risks discussed above, including that a court ultimately has
10 discretion to reduce the amount of PAGA penalties awarded at trial. Although at mediation he
11 maintained that the PAGA action is meritorious, Plaintiff acknowledges that his position includes real
12 risks and uncertainty, especially in the face of Gibson's numerous defenses on the merits discussed
13 above. While Plaintiff maintains he could rebut these defenses, Plaintiff nonetheless faced several
14 substantial challenges in prevailing in this matter, and this risk factor weight in favor of approving the
15 Settlement. During mediation, the Parties vigorously debated their opposing legal positions and the
16 likelihood of Plaintiff's ability to proceed on a representative basis. Ultimately, the Parties reached a
17 settlement, the terms of which were subsequently finalized in writing after mediation. Additionally,
18 approval of less than the statutory maximum is appropriate in this case because Gibson expressly
19 denied and continues to deny any liability.

20 **CMO C.3.h.**

21 28. The factors material to determining that the amount of the agree-upon penalties is fair is
22 discussed in above in paragraphs 16 through 27. Another material factor is that Gibson's financial
23 condition. The agreed-upon penalties were reached after mediator Jeffrey Krivis reviewed additional
24 financial documentation provided by Gibson and the Parties further vetted the issues with the mediator.
25 Submitted concurrently herewith is the mediator's declaration. Plaintiff acknowledges that the Court
26 could and likely would substantially reduce the penalties based on the discretionary factors in Labor
27 Code § 2699(e)(2) (authorizing reduction in PAGA penalties "if, based on the facts and circumstances
28 of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,

1 or confiscatory.”). Some courts have reduced PAGA penalties drastically where the employer presented
2 good-faith defenses and attempted to comply with the law. Had the Parties not settled, they would need
3 to engage in formal discovery, potential cross-summary judgment motions, preparation for trial as well
4 as the prospect of appeals in the wake of a summary judgment ruling for either party, and/or post trial-
5 motions. As a result, the Parties would incur considerably more attorneys’ fees and costs through trial.
6 This settlement avoids those risks, the accompanying expense, and protracted litigation.

7
8 **CMO C.4.**

9 29. My law firm’s and co-counsel’s work on this case includes, but is not limited to:
10 conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, reviewing
11 Gibson’s documents and policies, analyzing Aggrieved Employees’ timekeeping data and payroll
12 records, preparing for and attending mediation, negotiating and revising the long-form Settlement,
13 preparing the Motions for Approval, overseeing the settlement administration process, communicating
14 with Settlement Class members, and otherwise litigating this case.

15 30. Since undertaking representation of Plaintiff, my co-counsel’s firm, Haines Law Group,
16 APC, has incurred all of the costs in this litigation, without receiving any compensation to date. To
17 date, my co-counsel’s firm has incurred \$10,571.39 in actual costs (and expects to incur approximately
18 \$150 in anticipated future costs²) for a total of \$10,721.39 in litigation costs. I am informed and believe,
19 and on that basis state, that my co-counsel’s costs summary in this matter is attached to the declaration
20 of Paul K. Haines filed concurrently herewith as Exhibit A and that itemization of the costs incurred in
21 this matter. For the Court’s convenience I have also attached a copy of the summary of the itemization
22 of costs as **Exhibit C**.

23 31. My experience in matters similar to this one was integral in evaluating the strengths and
24 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
25 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
26 federal law, as well as the procedural law of class and representative PAGA litigation.

27 ² My co-counsel’s firm, Haines Law Group, APC, expects to incur approximately \$150 in future costs for filing
28 the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees,
postage fees, and/or costs for future court appearances.

32. Plaintiff's Counsel conducted legal research regarding the merits of Plaintiff's claims, the ability to recover penalties under the PAGA, and Gibson's potential defenses. Prior to mediation, the Parties drafted and completed the *Belair-West* privacy notice mailing. Additionally, Plaintiff's Counsel also analyzed the data and information produced informally prior to mediation including timekeeping and payroll data for a 90% sample, prepared an exposure analysis on the PAGA penalties, attended private mediation. Plaintiff's 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. Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff's Counsel was great. The quality of Plaintiff's Counsel's work, and the efficacy and dedication with which it was performed, should be compensated.

33. 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 D**. The report is partially redacted to protect attorney-client communications and attorney work product.

34. The lodestar cross-check also supports Plaintiff Counsel's request for attorneys' fees is reasonable. In this case, after adding in the attorney hours for my firm (\$116,535.00) and my co-counsel's firm (\$6,885.00), Plaintiff's Counsel have a total lodestar of \$123,420.00 without the use of any multiplier. Therefore, the lodestar is actually significantly higher than the \$55,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my 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	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	SML	\$750	20.3	\$15,225.00

Elizabeth Nguyen (16th Year Attorney)	ECN	\$650	76.1	\$49,465.00
Milan Moore (6th Year Attorney)	MLM	\$450	91.8	\$41,310.00
Paralegals	DJ/GB	\$175	60.2	\$10,535.00
Lodestar for Lidman Law				\$116,535.00
Paul K. Haines (15th Year Attorney)	PKH	\$675	10.2	\$6,885.00
Lodestar for Haines Law Group				\$6,885.00
Total Lodestar for Lidman Law and Haines Law Group				\$123,420.00

35. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, Mr. Haines' proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 are reasonable in light of our respective skills, wage and hour class and representative 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 E**.

36. 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)..

37. 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%).

38. 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.

39. 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, and 22.5% to Michael Burgis & Associates, P.C. Michael Burgis & Associates, P.C. is the referring attorney.

CMO C.5.a. – C.5.d and CMO C.6.i. – C.6.vi

40. Under the Settlement, Gibson will pay a total of \$5,000 (requested enhancement award) in exchange for Plaintiff's general release of all claims against Gibson. Because the requested \$5,000 is consideration for the general release and the enhancement, the following paragraphs address Sections C.5.a through C.6.vi of the CMO. The release encompasses Plaintiff's individual claims for Gibson's alleged Labor Code violations, including: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide legally compliant meal periods; (4) failure to authorize and permit rest periods; and (5) failure to issue to accurate, itemized wage statements.

41. Plaintiff worked approximately 129 workweeks and approximately 65 pay periods during the relevant time period and was paid an average hourly rate of \$15.75. Therefore, the estimated value of his individual claims being released as follows: (1) Unpaid wages due to Gibson's failure to pay for all time worked, \$1,024 (65 pay periods x 1 hour unpaid/pay period x \$15.75); (2) Meal period violations based on time records reflecting an approximate 90% non-compliance rate, \$7,314 (129 workweeks x 4 shifts/week x .90 x \$15.75); (3) Rest period violations, \$8,127 (129 workweeks x 4 shifts/week x \$15.75); and (4) Wage statement violations, maximum \$4,000 recovery. Therefore, without applying any discounts or accounting for any defenses raised by Gibson, Plaintiff's maximum

1 recovery was projected at \$20,465. However, Plaintiff chose to resolve his claims and forego further
2 delay and litigation in exchange for the requested \$5,000.00, which if approved by the court, will be
3 paid in one lump sum payment and in addition to his portion for being an Aggrieved Employee during
4 the relevant time period.

5 42. In addition to the fact that Plaintiff is agreeing to a general release with a 1542 wavier,
6 the requested \$5,000 for Plaintiff is reasonable as an Enhancement Award given Plaintiff's efforts in
7 this case and the risks he undertook on behalf of Aggrieved Employees.

8 43. Without revealing and/or waiving attorney-client privileged communications, Plaintiff
9 gathered factual information and provided relevant documents, identified potential witnesses, attended
10 multiple meetings to discuss the claims and theories at issue in the litigation, and otherwise actively
11 participated in the prosecution of this action. Plaintiff estimates he has spent approximately 20 hours
12 in total on activities related to this case. His declaration is being filed concurrently herewith. Plaintiff
13 invested considerable time and effort into seeing this litigation through resolution, and the Aggrieved
14 Employees, who would not be receiving anything if it were not for Plaintiff's decision to pursue these
15 claims, will benefit greatly from his participation. Plaintiff attached his name to this lawsuit for the
16 benefit of the Aggrieved Employees and the detriment of himself. Indeed, Plaintiff may lose
17 employment opportunities in the future as a result of prosecuting his rights and the rights of his
18 coworkers. Moreover, Plaintiff assumed the risk for Gibson Performance's costs if the case was
19 unsuccessful.

20 44. Plaintiff has taken on the burden of joining a lawsuit that is a public record. As my firm
21 and co-counsel's firm are paid on a purely contingency basis, my co-counsel's firm has advanced all
22 expenses related to this matter. Accordingly, Plaintiff's requested Enhancement Award is appropriate
23 and justified as part of the Settlement.

24 **CMO C.8.a. – C.8.d.**

25 47. "PAGA Released Claims" means any and all claims for civil penalties arising during
26 the PAGA Period under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698
27 et seq. based on the violations pled in the Seventh Cause of Action of the First Amended Complaint in
28

1 the Action and the PAGA exhaustion letter dated July 29, 2020 that arose during the PAGA Period,
2 including any related claims for attorneys' fees, costs, or interest resulting therefrom. Plaintiff does not
3 release any Aggrieved Employee's claim for wages or damages. Exh. B at Settlement, ¶ I. 14.

4 48. Plaintiff does not release any Aggrieved Employee's claim for wages or damages. Exh.
5 B at Settlement, ¶ I. 14.

6 49. The Released Parties is limited to only "Defendant and its past and present officers,
7 directors, employees, and agents". Exh. B at Settlement, ¶ I.13. Further, the release is limited to the
8 "the violations pled in the Seventh Cause of Action of the First Amended Complaint in the Action and
9 the PAGA exhaustion letter dated July 29, 2020 that arose during the PAGA Period...." Exh. B at
10 Settlement, ¶ I. 14.

11 **CMO C.9.a.**

12 50. My office obtained bids for settlement administration from two (2) third-party
13 settlement administrators. The Parties selected Simpluris to administer the proposed Settlement as
14 Simpluris submitted the lowest bid for settlement administration.

15 **CMO C.9.b.i – C.9.b.iv.**

16 51. Based on the bid provided, Simpluris will charge a fixed rate of \$3,000.00 to administer
17 this Settlement, which includes costs associated with mailing the court-approved Explanatory Letter in
18 both English and Spanish to the 91 Aggrieved Employees. The detailed breakdown of its costs and
19 calculation of its fixed rate are discussed in Exhibit B attached to the Eric Springer Declaration.

20 **CMO C.10**

21 52. The Parties have agreed to use Simpluris as the Settlement Administrator who will
22 distribute the settlement proceeds to the LWDA and the Aggrieved Employees as set forth in the
23 Settlement.

24 **CMO C.11.**

25 53. Funds represented by checks returned as undeliverable after a re-mailing, and funds
26 represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to
27 the State Controller's Office pursuant to the Unclaimed Property Law, California Civil Code § 1500,
28

et. seq. for the benefit of and in the name(s) of the Aggrieved Employees to whom the checks were issued but whom did not cash the checks. Exh. B at Settlement, ¶ IV.4.

CMO C.12.

54. Given the hearing date and the payment plan, Plaintiff proposes that

a) A declaration confirming the final distribution of funds should be filed on or before March 29, 2024; and

b) A Final Accounting Hearing (Non-Appearance) be set on April 5, 2024 at 9:00 a.m.

56. As of the date of the filing of the instant Motion, I am not aware of any 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 group of individuals some or all of whom would also be Aggrieved Employees. My colleague, Milan Moore, has made reasonable inquiry of other members of my firm regarding whether they are aware of any 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 group of individuals some or all of whom would also be Aggrieved Employees. I also searched the "PAGA Case Search" from the Department of Industrial Relations' website for any other PAGA letters submitted to the LWDA naming Gibson Performance Corporation. The search results only revealed the letter submitted on behalf of Plaintiff and no other letters.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on July 8, 2022 at El Segundo, California.

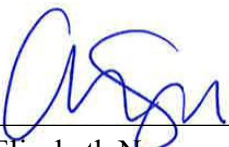

Elizabeth Nguyen

EXHIBIT A

to Declaration of Elizabeth Nguyen

EXHIBIT A

to Declaration of Elizabeth Nguyen

LIDMAN LAW

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

July 29, 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

Gibson Performance Corporation
1270 Webb Circle
Corona, CA 92789

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Gibson Performance Corporation
c/o Geoff Gibson, Agent for Service of Process
2029 Century Park East
Los Angeles, CA 90067

Re: *Victor Torres v. Gibson Performance Corporation*

To Whom It May Concern:

Please be advised that this law firm represents Victor Torres (a.k.a. Victor Torrez) in claims arising from his employment with Gibson Performance Corporation (“Defendant”). Mr. Torres 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. Torres, a current employee, has been employed by Defendant as an hourly, non-exempt employee from approximately October 17, 2011 through approximately September 30, 2019, at which time he commenced a medical leave of absence. Mr. Torres worked at Defendant’s facility located in Corona, California as a Quality Control Inspector.

During his employment with Defendant, Mr. Torres was generally scheduled to work Monday through Friday and sometimes Saturdays, from approximately 6:00 a.m. to approximately 2:30 p.m. Throughout Mr. Torres’ employment with Defendant, Defendant’s policies and/or practices would be to keep track of Mr. Torres’ time worked by having him clock in and out on a timecard and Defendant’s policies and/or practices would be to unlawfully shave and/or round Mr. Torres’ work time such that Mr. Torres would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even handed over time and would almost exclusively round and shave in

Defendant's favor such that Mr. Torres was routinely unpaid for his time worked. As a result, Defendant failed to pay Mr. Torres and other non-exempt, hourly employees all required minimum and overtime wages.

Throughout Mr. Torres' employment with Defendant, Mr. Torres was not provided with all required meal periods in compliance with California law due to Defendant's unlawful meal period policies/practices. Specifically, during portions of the relevant time period, Defendant's meal period policies/practices failed to require employees to record the start and stop time for all meal periods. Mr. Torres is informed and believes that, during this time period, Defendant unlawfully automatically deducted thirty (30) minutes from Mr. Torres' work time each shift for his meal break regardless of if a meal period was taken or not. Further, during portions of the relevant time period, Defendant's timekeeping policies and/or practices required Mr. Torres and other non-exempt employees to stand in line prior to starting the meal period in order to clock out on their timecards. This policy and/or practice resulted in systematically short or otherwise unlawful meal periods. In addition, Defendant's meal period policies and/or practices coupled with its timekeeping policies and/or practices failed to provide Mr. Torres and other non-exempt employees with timely meal periods in violation of California law.

Although Mr. Torres was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Torres 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. Torres and their non-exempt employees.

Mr. Torres and other non-exempt, hourly employees were not authorized and permitted to take all legally required paid rest periods due to Defendant's unlawful rest period policies and practices. Specifically, Defendant maintain unlawful rest period policies and practices that require employees to remain on premises for rest periods. Accordingly, 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.

Although Mr. Torres was not provided with all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Torres with the required rest period premium for each workday in which he experienced a rest 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 rest period premium payments under Labor Code § 226.7 in the event that a legally compliant rest period was not provided to Mr. Torres and their non-exempt employees.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Torres and other non-exempt, hourly employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendant was required to pay Mr. Torres 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; Wage Order 1, § 4. Mr. Torres 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. Torres and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Torres and other aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful time-shaving and/or rounding practice that would almost exclusively round and shave in Defendant's favor such that Mr. Torres and other aggrieved employees were routinely unpaid for their time worked. This practice by Defendant resulted in Defendant not properly tracking all time worked by Mr. Torres, and also resulted in Defendant not paying Mr. Torres for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Torres 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 alleged above, Defendant caused Mr. Torres and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Torres and other aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful time-shaving and/or rounding practice that would almost exclusively round and shave in Defendant's favor such that Mr. Torres and other aggrieved employees were routinely unpaid for their time worked. This practice by Defendant resulted in Defendant not properly tracking all time worked by Mr. Torres, and also resulted in Defendant not paying Mr. Torres for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Torres and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As explained above, during portions of the relevant time period, Defendant's meal period policies/practices failed to require employees to record the start and stop time for all meal periods. During this time period, Defendant unlawfully automatically deducted thirty (30) minutes from Mr. Torres' work time each shift for his meal break regardless of if a meal period was taken or not. Further, during portions of the relevant time period, Defendant's timekeeping policies and/or practices required Mr. Torres and other non-exempt employees to stand in line prior to starting the meal period in order to clock out on their timecards. This policy and/or practice resulted in systematically short or otherwise unlawful meal periods. In addition, Defendant's meal period policies and/or practices coupled with its timekeeping policies and/or practices failed to provide Mr. Torres and other non-exempt employees with timely meal periods in violation of California law. As a result, Mr. Torres 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. Torres and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendant maintain unlawful rest period policies and practices that require employees to remain on premises for rest periods. As such, Mr. Torres 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.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Torres and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all overtime wages earned, and meal and rest period premiums in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Torres 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 wages owed, overtime wages earned, meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

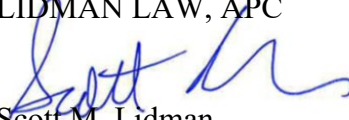
As an "aggrieved employee," Mr. Torres will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Torres' own investigation, and on information and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

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Torres and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Torres and other aggrieved employees all overtime compensation earned;
- 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. Torres 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. Torres and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Torres and other aggrieved employees with accurate and compliant itemized wage statements;

- f) Defendant violated Labor Code § 204 by failing to pay Mr. Torres 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. Torres 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 B

to Declaration of Elizabeth Nguyen

EXHIBIT B

to Declaration of Elizabeth Nguyen

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Victor Torres (“Plaintiff”), acting in a Private Attorney General capacity and on behalf of the State of California, and Defendant Gibson Performance Corporation (“Defendant”).

I. DEFINITIONS

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

1. “Action” means Plaintiff’s Seventh Cause of Action under the Private Attorneys’ General Act of 2004 (“PAGA”) pursuant to California Labor Code section 2699, *et seq.* alleged in the case entitled *Victor Torres v. Gibson Performance Corporation*, Riverside County Superior Court, Case No. RIC2002842.

2. “Aggrieved Employees” means all current and former hourly, non-exempt employees of Defendant Gibson Performance Corporation who worked in California at any time from July 29, 2019 through date the Court grants approval of this Settlement.

3. “Defendant” means Gibson Performance Corporation.

4. “Complaint” means the operative Complaint entitled *Victor Torres v. Gibson Performance Corporation*, Riverside County Superior Court, Case No. RIC2002842 filed in the Action at the time that this Settlement is approved by the Court.

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

6. “Effective Date” means the date upon entry of an Order and Judgment by the Court approving this Settlement.

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 One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00), which represents the total amount payable under this Settlement by Defendant (unless the Gross Settlement Amount is increased pursuant to Paragraph III.4. below), 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 Fifty Five Thousand Dollars and Zero Cents (\$55,000.00))] including one-third of any increase to the Gross Settlement Amount pursuant to Paragraph III.4 below; (b) Plaintiff’s verified costs up to \$15,000.00; (c) Plaintiff’s enhancement award in an amount not to exceed \$5,000.00; and (d) administration costs of \$3,000.00..

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 July 29, 2019 through the date the Court grants approval of this Settlement.

13. “Released Parties” means Defendant and its past and present officers, directors, employees, and agents.

14. “PAGA Released Claims” means any and all claims for civil penalties arising during the PAGA Period under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.* based on the violations pled in the Seventh Cause of Action of the First Amended Complaint in the Action and the PAGA exhaustion letter dated July 29, 2020 that arose during the PAGA Period, including any related claims for attorneys’ fees, costs, or interest resulting therefrom; Plaintiff does not release any Aggrieved Employee’s claim for wages or damages (“Released Claims”). A true and correct copy of the PAGA exhaustion letter dated July 29, 2020 is attached hereto as **Exhibit A**.

15. “Parties” mean Plaintiff and Defendant, collectively.

16. “Plaintiff” means Victor Torres.

17. “Plaintiff’s Counsel” means Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC; and Paul K. Haines of Haines Law Group, APC.

18. “Settlement Administrator” means Simpluris.

II. RECITALS

1. On July 24, 2020, Plaintiff filed a class action lawsuit against Defendant alleging class allegations based on the: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; and (6) unfair competition.

2. On July 29, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to the PAGA stemming from alleged violations of the California Labor Code described in Paragraph 1 above.

3. On October 5, 2020, Plaintiff filed a First Amended Complaint adding the Seventh Cause of Action under the PAGA stemming from the alleged violations of the California Labor Code described in Paragraph 1 above.

4. On December 24, 2020, pursuant to Plaintiff’s request, the Court dismissed the class-wide claims and allegations against Defendant, which meant the only remaining claim was the Seventh Cause of Action under the PAGA.

5. During the pendency of the Action, the Parties engaged in an 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 payroll data.

6. On January 20, 2022, the Parties participated in a full-day mediation before mediator Jeffrey Krivis, Esq. Although the Parties did not reach an agreement at mediation, the Parties continued settlement discussions with Mr. Krivis' assistance and were able 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. **Confirmation of Financial Information.** Defendant has provided the mediator with private and confidential financial information confirming the representations made at mediation and during settlement negotiations regarding the need to fund the Gross Settlement in payments over time. The Parties further agree to meet and confer regarding the contents of the mediator's declaration to be submitted in support of the Motion for Approval of this Settlement.

3. **Gross Settlement Amount.** Defendant shall pay One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00) as the **non-reversionary** Gross Settlement Amount (unless the Gross Settlement Amount is increased pursuant to Paragraph III.4. below). Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator in three (3) equal installments of \$55,000, with the first payment due within five (5) court days of Court approval of the Settlement, the second payment due six (6) months after the first payment, and the third payment due within (6) months after the second payment. The Settlement Administrator shall hold all portions of the Gross Settlement Amount in an interest-bearing account for the benefit of the Aggrieved Employees until the time for disbursement. The releases identified herein are not effective until Defendant fully funds the Gross Settlement Amount.

4. **Escalator Clause.** Defendant represents that there are an estimated 3,300 pay periods worked by the Aggrieved Employees during the PAGA Period of July 29, 2019 through the date the Court grants approval of this settlement. If the number of pay periods worked by the Aggrieved Employees during the PAGA Period is more than 10% greater than this figure (i.e. greater than 3,631 pay periods), Defendant agrees to, at its option, either: (i) increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 15% increase in the number of pay periods worked by Aggrieved Employees, Defendant would agree to increase the Gross Settlement Amount by 15%) or (ii) close the PAGA release period as of the date the total pay periods worked by the Aggrieved Employees is 3,631 or less.

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

a. **Plaintiff's Attorneys' 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 (currently estimated to be \$55,000.00) including one-third (1/3) of any increase to the Gross Settlement Amount, if applicable, pursuant to Paragraph III.4 above. Defendant will not oppose Plaintiff's request for costs incurred in prosecuting this Action in amount not to exceed \$15,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel. Other than in connection with Paragraph III.4 above, no adjustments made in connection with this paragraph will alter the Gross Settlement Amount.

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, and the risk he undertook by attaching his name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Plaintiff's enhancement award). If the Court believes the enhancement award should be reduced, the other terms of the Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiff. Other than in connection with Paragraph III.4 above, no adjustments made in connection with this paragraph will alter the Gross Settlement Amount.

c. **Administration Costs.** The Parties agree that the Administration Costs shall be paid from the Gross Settlement Amount, a flat fee of \$3,000.00, for administering the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued by the Settlement Administrator.

6. **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.

This paragraph regarding allocation is based on the Parties' collective understanding that all payments from the Net Settlement Amount will be considered "penalties" and that there will be no employer-side tax consequence to Defendant as a result of an allocation of the penalty amount

being wages. If the Parties later determine otherwise, they will meet and confer regarding changes to this allocation provision.

7. **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 the Released Parties, from any and all of the PAGA Released Claims that arose during the PAGA Period.

8. **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 through the date Plaintiff signs this Agreement. 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; and (iv) rights or claims arising after the date this Agreement is executed by Plaintiff. 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.

9. **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.

10. **Covenants and Representations by Plaintiff and Plaintiff’s Counsel.**

a. Plaintiff represents and warrants that she 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 and agrees that his individual settlement does not come within the purview of California Labor Code Section 206.5.

c. 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 she had the opportunity to consult with his attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

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 the 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 Simpluris to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) 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, start date and termination date, if any, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in the highest of confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement and none of the information contained in the list shall be disclosed to third Parties or to Plaintiff's Counsel without the express written consent of counsel for Defendant.

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 also determine whether the Escalator Clause in Section III.4 has been triggered and, if so, Defendant shall make its election as to how to proceed under said clause. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments or otherwise distributing any funds to the LWDA, Plaintiff and Plaintiff's Counsel.

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.

Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will also calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.6. above, and send the calculations to counsel for approval.

Within five (5) calendar days of the date Defendant fully funds the Gross Settlement Amount, the Settlement Administrator will perform second search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within seven (7) calendar days of the date Defendant fully funds the Gross Settlement Amount, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit B**, in both English and Spanish, along with his or her Individual PAGA Payment to all Aggrieved Employees via regular First-Class U.S. Mail. The checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported in the year in which Individual PAGA Payment is issued using IRS Form 1099.

4. **Undeliverable Notices/Payments.** 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 re-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 after which any returned checks will be deemed undeliverable.

The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Settlement Payment(s) to the Aggrieved Employees, the postmark date of any subsequent mailing to any the Aggrieved Employees, and a list of Aggrieved Employees who did not receive the Individual Settlement Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at 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 pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of and in the name(s) of the Aggrieved Employees to whom the checks were issued but whom did not cash the checks. The unclaimed checks shall remain in the unclaimed property fund in the name of the Aggrieved Employee until such time that they claim their property (the Individual Settlement Payment), or the property is otherwise disposed of pursuant the Unclaimed Property Laws.

5. **Payment of Remainder.** Within seven (7) calendar days of the date Defendant fully funds the Gross Settlement Amount, 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 Gross Settlement Amount, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement. The Settlement Administrator shall provide a further such accounting under oath, upon request, after the conclusion of the 180-day check cashing period.

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. No later than January 31 of the year following payment of their individual portion of the PAGA Payment, the Settlement Administrator will prepare and issue IRS Form 1099s to Aggrieved Employees who received a payment. 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.

8. **Notification to LWDA**: Plaintiff agrees that 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.

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 State of 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 Riverside.

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) after good faith efforts to amend or modify the Agreement for Court approval 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. **Authorization to Enter into Settlement.** The signatories hereto represent that they are fully authorized to enter into 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.

9. **Execution and Counterparts.** This Settlement is subject only to its execution by all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, electronic signatures, 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 a fully executed Agreement. The Parties also agree that a facsimile, electronic, or scanned copy of the fully executed Agreement shall have the same force and effect as an original signed Agreement.

10. **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. **Enforcement Action.** The Parties hereby agree this Agreement is enforceable under Code of Civil Procedure section 664.6, so as to allow the Parties to enforce the terms of their settlement until performance has been made in full. 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.

APPROVED AS TO FORM AND CONTENT:

Dated: Apr 12, 2022

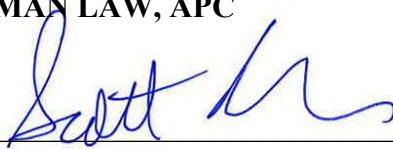

Victor torres (Apr 12, 2022 16:21 PDT)
Victor Torres, Plaintiff

Dated: _____

By: _____
Its: _____
Gibson Performance Corporation, Defendant

APPROVED AS TO FORM:

Dated: April 12, 2022

LIDMAN LAW, APC
By: 
Scott M. Lidman
Attorneys for Plaintiff, Victor Torres

Dated: April 12, 2022

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff, Victor Torres

Dated: _____

HALL GRIFFIN LLP

By: _____
Stephanie Stringer
Attorneys for Defendant, Gibson Performance
Corporation

Dated: _____

LAW OFFICES OF PHILLIP G. TRAD

By: _____
Phillip G. Trad
Attorneys for Defendant, Gibson Performance
Corporation

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. **Enforcement Action.** The Parties hereby agree this Agreement is enforceable under Code of Civil Procedure section 664.6, so as to allow the Parties to enforce the terms of their settlement until performance has been made in full. 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.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

Victor Torres, Plaintiff

Dated: 4-15-22



By: Shawn Gibson
Its: V.P.
Gibson Performance Corporation, Defendant

APPROVED AS TO FORM:

Dated: _____

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff, Victor Torres

Dated: _____

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff, Victor Torres

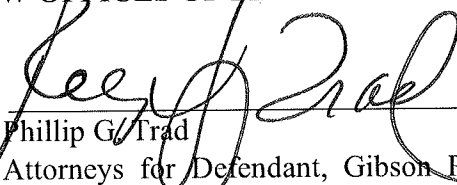
Dated: 4/15/22

HALL GRIFFIN LLP

By: 
Stephanie Stringer
Attorneys for Defendant, Gibson Performance
Corporation

Dated: 4/15/22

LAW OFFICES OF PHILLIP G. TRAD

By: 
Phillip G. Trad
Attorneys for Defendant, Gibson Performance
Corporation

CN

EXHIBIT A

EXHIBIT A

LIDMAN LAW

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

July 29, 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

Gibson Performance Corporation
1270 Webb Circle
Corona, CA 92789

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Gibson Performance Corporation
c/o Geoff Gibson, Agent for Service of Process
2029 Century Park East
Los Angeles, CA 90067

Re: *Victor Torres v. Gibson Performance Corporation*

To Whom It May Concern:

Please be advised that this law firm represents Victor Torres (a.k.a. Victor Torrez) in claims arising from his employment with Gibson Performance Corporation (“Defendant”). Mr. Torres 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. Torres, a current employee, has been employed by Defendant as an hourly, non-exempt employee from approximately October 17, 2011 through approximately September 30, 2019, at which time he commenced a medical leave of absence. Mr. Torres worked at Defendant’s facility located in Corona, California as a Quality Control Inspector.

During his employment with Defendant, Mr. Torres was generally scheduled to work Monday through Friday and sometimes Saturdays, from approximately 6:00 a.m. to approximately 2:30 p.m. Throughout Mr. Torres’ employment with Defendant, Defendant’s policies and/or practices would be to keep track of Mr. Torres’ time worked by having him clock in and out on a timecard and Defendant’s policies and/or practices would be to unlawfully shave and/or round Mr. Torres’ work time such that Mr. Torres would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even handed over time and would almost exclusively round and shave in

Defendant's favor such that Mr. Torres was routinely unpaid for his time worked. As a result, Defendant failed to pay Mr. Torres and other non-exempt, hourly employees all required minimum and overtime wages.

Throughout Mr. Torres' employment with Defendant, Mr. Torres was not provided with all required meal periods in compliance with California law due to Defendant's unlawful meal period policies/practices. Specifically, during portions of the relevant time period, Defendant's meal period policies/practices failed to require employees to record the start and stop time for all meal periods. Mr. Torres is informed and believes that, during this time period, Defendant unlawfully automatically deducted thirty (30) minutes from Mr. Torres' work time each shift for his meal break regardless of if a meal period was taken or not. Further, during portions of the relevant time period, Defendant's timekeeping policies and/or practices required Mr. Torres and other non-exempt employees to stand in line prior to starting the meal period in order to clock out on their timecards. This policy and/or practice resulted in systematically short or otherwise unlawful meal periods. In addition, Defendant's meal period policies and/or practices coupled with its timekeeping policies and/or practices failed to provide Mr. Torres and other non-exempt employees with timely meal periods in violation of California law.

Although Mr. Torres was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Torres 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. Torres and their non-exempt employees.

Mr. Torres and other non-exempt, hourly employees were not authorized and permitted to take all legally required paid rest periods due to Defendant's unlawful rest period policies and practices. Specifically, Defendant maintain unlawful rest period policies and practices that require employees to remain on premises for rest periods. Accordingly, 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.

Although Mr. Torres was not provided with all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Torres with the required rest period premium for each workday in which he experienced a rest 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 rest period premium payments under Labor Code § 226.7 in the event that a legally compliant rest period was not provided to Mr. Torres and their non-exempt employees.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Torres and other non-exempt, hourly employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Defendant was required to pay Mr. Torres 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; Wage Order 1, § 4. Mr. Torres 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. Torres and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Torres and other aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful time-shaving and/or rounding practice that would almost exclusively round and shave in Defendant's favor such that Mr. Torres and other aggrieved employees were routinely unpaid for their time worked. This practice by Defendant resulted in Defendant not properly tracking all time worked by Mr. Torres, and also resulted in Defendant not paying Mr. Torres for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Torres 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 alleged above, Defendant caused Mr. Torres and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Torres and other aggrieved employees at least minimum wages for all such hours, due to Defendant's unlawful time-shaving and/or rounding practice that would almost exclusively round and shave in Defendant's favor such that Mr. Torres and other aggrieved employees were routinely unpaid for their time worked. This practice by Defendant resulted in Defendant not properly tracking all time worked by Mr. Torres, and also resulted in Defendant not paying Mr. Torres for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Torres and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As explained above, during portions of the relevant time period, Defendant's meal period policies/practices failed to require employees to record the start and stop time for all meal periods. During this time period, Defendant unlawfully automatically deducted thirty (30) minutes from Mr. Torres' work time each shift for his meal break regardless of if a meal period was taken or not. Further, during portions of the relevant time period, Defendant's timekeeping policies and/or practices required Mr. Torres and other non-exempt employees to stand in line prior to starting the meal period in order to clock out on their timecards. This policy and/or practice resulted in systematically short or otherwise unlawful meal periods. In addition, Defendant's meal period policies and/or practices coupled with its timekeeping policies and/or practices failed to provide Mr. Torres and other non-exempt employees with timely meal periods in violation of California law. As a result, Mr. Torres 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. Torres and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendant maintain unlawful rest period policies and practices that require employees to remain on premises for rest periods. As such, Mr. Torres 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.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Torres and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all overtime wages earned, and meal and rest period premiums in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Torres 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 wages owed, overtime wages earned, meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

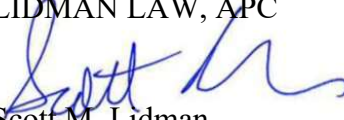
As an "aggrieved employee," Mr. Torres will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Torres' own investigation, and on information and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

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Torres and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Torres and other aggrieved employees all overtime compensation earned;
- 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. Torres 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. Torres and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Torres and other aggrieved employees with accurate and compliant itemized wage statements;

- f) Defendant violated Labor Code § 204 by failing to pay Mr. Torres 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. Torres 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 B

EXHIBIT B

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Victor Torres v. Gibson Performance Corporation
Riverside County Superior Court Case No. RIC2002842

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

I. NOTICE OF PAGA SETTLEMENT

On [date of court approval], the Riverside County Superior Court (the “Court”) approved a settlement in the above-captioned action filed and disputes raised Victor Torres (collectively, “Plaintiff”) on behalf of himself and all other aggrieved employees.

In the disputes, Plaintiff sought 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 Gibson Performance Corporation (“Gibson”): failed to: (1) pay all minimum wages owed; (2) pay all overtime wages owed; (2) provide meal periods; (4) authorize and permit rest periods; (5) provide accurate, itemized wage statements. As a result, Plaintiff sought civil penalties under the PAGA.

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

Gibson denies Plaintiff’s allegations and denies it engaged in any wrongful conduct. Gibson maintains that it complied with the California Labor Code at all times. Gibson agreed to settle this lawsuit solely for the purposes of compromising and settling highly disputed claims and to avoid the cost and operational burden of continued litigation. There has been no admission of or finding of wrongdoing by Gibson.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: “all current and former non-exempt employees of Gibson Performance Corporation who worked in California at any time from July 29, 2019 through [the date the Court grants approval of this Settlement]. (“PAGA Period”).”

II. INDIVIDUAL PAGA PAYMENT

The enclosed check represents your individual share of the Settlement. 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].

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 Gibson, nor their respective attorneys, 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"). Plaintiff and the State of California release Gibson and its past and present officers, directors, employees, and agents ("Released Parties") from any and all claims for civil penalties under arising during the PAGA Period under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* based on the violations pled in Seventh Cause of Action of the First Amended Complaint in the Action and the PAGA exhaustion letter dated July 29, 2020 that arose during the PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting therefrom; Plaintiff does not release any Aggrieved Employee's claim for wages or damages ("Released Claims").

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Simpluris, 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 C

to Declaration of Elizabeth Nguyen

EXHIBIT C

to Declaration of Elizabeth Nguyen

Expense Summary
Victor Torres v. Gibson Performance Corporation

EXPENSE	AMOUNT
Mediation Costs	\$8,000.00
Filing, Service, and Messenger Fees	\$2,027.59
Copying Costs	\$461.00
Postage Costs	\$82.80
PAGA Approval Motion Fees (Filing, copying, postage, etc.)	\$150.00
TOTAL:	\$10,721.39

EXHIBIT D

to Declaration of Elizabeth Nguyen

EXHIBIT D

to Declaration of Elizabeth Nguyen

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

July 7, 2022

Victor Torres

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
6/11/2020	SML	Confer with P. Haines re: [REDACTED]	0.30 750.00/hr	225.00
7/2/2020	ECN	Confer with S. Lidman and P. Haines re [REDACTED]	0.30 650.00/hr	195.00
	SML	Confer with E. Nguyen and P. Haines re [REDACTED]	0.30 750.00/hr	225.00
7/16/2020	ECN	Evaluate claims and review/revise complaint.	2.70 650.00/hr	1,755.00
	SML	Review draft complaint after conferring with P. Haines.	0.50 750.00/hr	375.00
7/21/2020	DJ	Correspondence from R. Tamir re [REDACTED] [REDACTED]	0.20 175.00/hr	35.00
7/23/2020	ECN	Finalize complaint.	0.60 650.00/hr	390.00
7/24/2020	DJ	Prepare complaint for filing with Riverside Superior Court; file same.	0.30 175.00/hr	52.50
7/27/2020	DJ	Correspondence from S. Lidman re: telephonic appearance at Case Management Conference; factual research re: same.	0.10 175.00/hr	17.50
	DJ	Correspondence from E. Nguyen re: factual research on complex cases pending in Riverside Superior Court.	0.10 175.00/hr	17.50
	DJ	Correspondence from S. Lidman re: Case Management Order; factual research re: same.	0.20 175.00/hr	35.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
7/29/2020	DJ	Draft LWDA letter; correspondence to E. Nguyen re: same.	0.70 175.00/hr	122.50
	ECN	Review, revise, and approve PAGA letter.	0.60 650.00/hr	390.00
8/6/2020	MLM	Correspond with E. Nguyen re: department assignment.	0.10 450.00/hr	45.00
	MLM	Receive and review Notice of Assignment to Department and CMC.	0.10 450.00/hr	45.00
	DJ	Receive Notice of Assignment from Court; correspondence from E. Nguyen re: same.	0.10 175.00/hr	17.50
	ECN	Evaluate judicial assignment and whether to strike.	0.30 650.00/hr	195.00
8/25/2020	DJ	Correspondence to attorney service for service of process.	0.10 175.00/hr	17.50
8/27/2020	DJ	Correspondence from and to attorney service regarding unsuccessful service of process attempt.	0.10 175.00/hr	17.50
9/10/2020	DJ	Draft Request to Continue September 22, 2020 Case Management Conference; correspondence to E. Nguyen re: same; file same.	0.50 175.00/hr	87.50
9/17/2020	MLM	Receive email from D. Joudi re: continued CMC to 11/30/2020.	0.10 450.00/hr	45.00
	DJ	Factual research re: [REDACTED]	0.60 175.00/hr	105.00
9/21/2020	MLM	Review [REDACTED]	0.20 450.00/hr	90.00
	ECN	Review [REDACTED]	0.30 650.00/hr	195.00
	SML	Confer with P. Haines re: [REDACTED]	0.30 750.00/hr	225.00
	SML	Call with P. Trad, counsel for Defendant, and email to M. Moore and E. Nguyen re: same.	0.50 750.00/hr	375.00
9/24/2020	ECN	Confer with S. Lidman and P. Haines re [REDACTED]	0.50 650.00/hr	325.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
9/24/2020	SML	Receive and review letter of representation from P. Trad.	0.20 750.00/hr	150.00
	SML	Confer with E. Nguyen and P. Haines re [REDACTED] [REDACTED]	0.50 750.00/hr	375.00
9/25/2020	MLM	Receive and review Class Action Case Management Order.	0.30 450.00/hr	135.00
9/28/2020	MLM	Receive and review Employee Handbook produced by P. Trad, counsel for Defendant.	0.70 450.00/hr	315.00
	DJ	Correspondence from S. Lidman re: service of FAC.	0.10 175.00/hr	17.50
	ECN	Receive and review letter from Mr. Trad (defense counsel) regarding employee handbooks.	0.30 650.00/hr	195.00
9/29/2020	MLM	Receive and review E. Nguyen's notes from call with P. Trad, counsel for Defendant re: Employee Handbook in effect during Plaintiff's employment.	0.20 450.00/hr	90.00
	ECN	Telephone conference with Mr. Trad (defense counsel) regarding employee handbooks.	0.20 650.00/hr	130.00
10/2/2020	MLM	Receive and review correspondence between D. Joudi and E. Nguyen re: Emergency Rule 9 and the drafting of the First Amended Complaint.	0.50 450.00/hr	225.00
	DJ	Draft First Amended Complaint (FAC); correspondence from E. Nguyen re: edits to FAC and factual research re: [REDACTED] [REDACTED]	0.70 175.00/hr	122.50
	ECN	Review and revise FAC.	0.70 650.00/hr	455.00
10/5/2020	DJ	Correspondence to and from G. Beltran re: filing FAC.	0.20 175.00/hr	35.00
10/6/2020	ECN	Telephone conference with Mr. Trad (defense counsel) and review email received from same.	0.30 650.00/hr	195.00
10/7/2020	DJ	Correspondence from E. Nguyen re: status of filing FAC.	0.10 175.00/hr	17.50
	ECN	Reply to Mr. Trad's email.	0.20 650.00/hr	130.00
10/14/2020	MLM	Receive and Review NAR re: the First Amended Class and Representative Action Complaint.	0.10 450.00/hr	45.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
10/14/2020	DJ	Factual research re: case administration; update client file re: same.	0.10 175.00/hr	17.50
	DJ	Obtain conformed copy of FAC and serve by Notice and Acknowledgment of Receipt.	0.20 175.00/hr	35.00
	ECN	Receive and review email from Mr. Trad re update on production and check on status of service of process.	0.20 650.00/hr	130.00
10/29/2020	ECN	Receive and review communications from P. Trad and production of employee handbook.	0.20 650.00/hr	130.00
11/6/2020	ECN	Receive and review communications from P. Trad re NACR.	0.10 650.00/hr	65.00
11/11/2020	MLM	Confer with E. Nguyen re: [REDACTED]	0.20 450.00/hr	90.00
	MLM	Email to E. Nguyen with draft CMC statement and copies of the CRC rules.	0.20 450.00/hr	90.00
	MLM	Review CMO and CRC Rules 3.160 and 3.750 and draft CMC statement.	1.30 450.00/hr	585.00
	ECN	Receive and initial review of email from M. Moore with draft CMC statement and copies of the CRC rules.	0.10 650.00/hr	65.00
	ECN	Confer with M. Moore re: [REDACTED]	0.20 650.00/hr	130.00
	ECN	Analyze CMO and prepare for meet and confer in compliance with same.	0.80 650.00/hr	520.00
11/12/2020	MLM	Confer with E. Nguyen on [REDACTED]	0.20 450.00/hr	90.00
	ECN	Confer with M. Moore on [REDACTED]	0.20 650.00/hr	130.00
11/14/2020	ECN	Receive and review communications from P. Trad re CMC and responsive pleading.	0.20 650.00/hr	130.00
11/16/2020	MLM	Confer with E. Nguyen re: preparing Plaintiff's statement and request to Continue CMC to allow Defendant to appear.	0.20 450.00/hr	90.00
	MLM	Draft Plaintiff's Request to Continue 11/30/20 CMC and send to E. Nguyen for review.	0.60 450.00/hr	270.00
	DJ	Correspondence from E. Nguyen re: Order Granting Request to Continue 9/22/2020 CMC and factual research re: same.	0.20 175.00/hr	35.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
11/16/2020	ECN	Confer with M. Moore re: preparing Plaintiff's statement and request to Continue CMC to allow Defendant to appear.	0.20 650.00/hr	130.00
	ECN	Review and revise plaintiff's CMC statement.	0.60 650.00/hr	390.00
11/17/2020	MLM	Receive and review Plaintiff's timekeeping records and personnel file produced by P. Trad, counsel for Defendant.	1.80 450.00/hr	810.00
	DJ	Factual research re: status of Order Granting Request to Continue 9/22/20 CMC; correspondence to E. Nguyen re: same.	0.20 175.00/hr	35.00
	ECN	Receive and initial review of defendant's document production.	1.30 650.00/hr	845.00
11/18/2020	MLM	Receive and review E. Nguyen's revisions to Plaintiff's Request to Continue CMC and finalize for filing.	0.20 450.00/hr	90.00
	ECN	Review and revise request for continuance.	0.20 650.00/hr	130.00
11/19/2020	DJ	Finalize, file, and serve Request to Continue CMC.	0.20 175.00/hr	35.00
11/20/2020	MLM	Review 2016 Employee Handbook and Acknowledgement and further analyze claims.	1.30 450.00/hr	585.00
11/24/2020	MLM	Confer with S. Lidman and E. Nguyen re: [REDACTED]	0.40 450.00/hr	180.00
	DJ	Correspondence from E. Nguyen re: preparation of Request for Dismissal; prepare Request for Dismissal.	1.20 175.00/hr	210.00
	ECN	Confer with S. Lidman and M. Moore re: [REDACTED]	0.40 650.00/hr	260.00
	ECN	Evaluate arbitration agreement and enforceability of same.	1.70 650.00/hr	1,105.00
	SML	Confer with M. Moore and E. Nguyen re: [REDACTED]	0.40 750.00/hr	300.00
11/25/2020	MLM	Receive correspondence from Court re: continuance of CMC.	0.10 450.00/hr	45.00
	ECN	Receive and review message from clerk re CMC.	0.20 650.00/hr	130.00
11/30/2020	MLM	Receive and review correspondence between E. Nguyen and P. Trad, counsel for Defendant re: arbitration agreement.	0.30 450.00/hr	135.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
11/30/2020	ECN	Email to P. Trad (defense counsel) re arbitration agreement.	0.20 650.00/hr	130.00
12/1/2020	MLM	Receive and review correspondence between E. Nguyen and D. Joudi re: filing request for dismissal of class claims.	0.20 450.00/hr	90.00
	DJ	Receive edits from E. Nguyen to Request for Dismissal.	0.10 175.00/hr	17.50
	ECN	Draft additions to request for dismissal of class claims.	0.60 650.00/hr	390.00
12/2/2020	MLM	Review correspondence between E. Nguyen and S. Stringer, counsel for Defendant, re: telephonic conference, request for dismissal of class claims, and extension of responsive pleading.	0.30 450.00/hr	135.00
	MLM	Telephonic conference with E. Nguyen and P. Trad, counsel for Defendant.	0.50 450.00/hr	225.00
	MLM	Confer with E. Nguyen re: [REDACTED]	0.60 450.00/hr	270.00
	DJ	Finalize, file, and serve Request for Dismissal.	0.30 175.00/hr	52.50
	ECN	Exchange emails with S. Stringer (defense counsel) re request for dismissal.	0.20 650.00/hr	130.00
	ECN	Confer with M. Moore re: [REDACTED]	0.50 650.00/hr	325.00
	ECN	Prepare for call and telephone conference with defense counsel re claims asserted in case and mediation.	0.70 650.00/hr	455.00
	ECN	Analysis of timecards and payroll records for Plaintiff and prepare summary of same.	2.30 650.00/hr	1,495.00
12/14/2020	MLM	Correspond with E. Nguyen re: [REDACTED]	0.30 450.00/hr	135.00
	ECN	Correspond with M. Moore re: [REDACTED]	0.30 650.00/hr	195.00
12/29/2020	MLM	Review E. Nguyen's email to counsel for Defendant re: mediation.	0.10 450.00/hr	45.00
	ECN	Email to defense counsel re mediation.	0.20 650.00/hr	130.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
1/3/2021	MLM	Review correspondence from P. Trad, counsel for Defendant.	0.10 450.00/hr	45.00
1/7/2021	MLM	Confer with E. Nguyen re: [REDACTED] [REDACTED]	0.20 450.00/hr	90.00
	MLM	Receive and review S. Stringer's email re: proceeding with formal discovery and upcoming CMC.	0.20 450.00/hr	90.00
	MLM	Receive and review E. Nguyen's revisions to CMC Statement.	0.20 450.00/hr	90.00
	MLM	Receive and review correspondence between E. Nguyen and S. Stringer, counsel for Defendant re: CMC statement and scheduling of telephonic conference.	0.30 450.00/hr	135.00
	MLM	Email with D. Joudi and E. Nguyen re: signed order dismissing the class claims and allegations.	0.40 450.00/hr	180.00
	MLM	Draft CMC Statement advising court of dismissal of class claims and status of case.	0.60 450.00/hr	270.00
	DJ	Correspondence from E. Nguyen re: preparing first set of discovery.	0.10 175.00/hr	17.50
	DJ	Correspondence from and to M. Moore re: status of Order Granting Request for Dismissal; factual research re: same.	0.20 175.00/hr	35.00
	DJ	Receive Order Granting Request for Dismissal from Department 6 via email; update client file re: same; serve on Defendant by email and mail.	0.20 175.00/hr	35.00
	ECN	Confer with M. Moore re: [REDACTED] [REDACTED].	0.20 650.00/hr	130.00
	ECN	Email with D. Joudi and M. Moore re: signed order dismissing the class claims and allegations.	0.40 650.00/hr	260.00
	ECN	Exchange emails with defense counsel re joint CMC statement and next steps in litigation.	0.60 650.00/hr	390.00
1/12/2021	MLM	Review signed order dismissing class and individual allegations.	0.20 450.00/hr	90.00
	MLM	Review and revise Belaire-West notice based on edits made by E. Nguyen.	0.40 450.00/hr	180.00
	MLM	Confer with E. Nguyen and S. Stringer re: CMC statement.	0.50 450.00/hr	225.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
1/12/2021	MLM	Draft email to P. Trad, counsel for Defendant re: informal data/information for aggrieved employees, including draft Belaire-West notice.	1.20 450.00/hr	540.00
	MLM	Draft Belaire-West privacy notice and email to E. Nguyen re: same.	1.40 450.00/hr	630.00
	ECN	Draft additions to proposed Belaire West privacy notice and documents/information needed for mediation.	0.80 650.00/hr	520.00
1/13/2021	ECN	Review and approve updated version of <i>Belaire-West</i> privacy notice for defendant's review/approval.	0.40 650.00/hr	260.00
1/14/2021	MLM	Email to S. Stringer, counsel for Defendant re: execution version of joint statement.	0.10 450.00/hr	45.00
	MLM	Receive and review revisions by S. Stringer, counsel for Defendant to CMC statement and confer with E. Nguyen re: same.	0.60 450.00/hr	270.00
	ECN	Receive and review defendant's additions to CMC statement.	0.30 650.00/hr	195.00
1/15/2021	MLM	Receive executed joint statement and email to D. Joudi re: filing the same.	0.20 450.00/hr	90.00
	DJ	Correspondence from M. Moore re: filing Joint CMC Statement and attempt to file same; correspondence to M. Moore re: Riverside's eSubmit technical issues.	0.30 175.00/hr	52.50
1/19/2021	DJ	Submit Joint CMC Statement for filing; serve on Defendant by mail.	0.20 175.00/hr	35.00
1/28/2021	MLM	Review Court's correspondence re: continuance of CMC.	0.20 450.00/hr	90.00
	DJ	Telephone department clerk re: Joint CMC Statement submitted in advance of January 29, 2021 CMC; email to clerk re: same.	0.20 175.00/hr	35.00
	DJ	Telephone call with department clerk re: delay in processing filings; email to E. Nguyen re: same.	0.20 175.00/hr	35.00
	DJ	Draft first set of discovery; email to E. Nguyen re: same.	1.20 175.00/hr	210.00
	ECN	Receive and review court's order.	0.20 650.00/hr	130.00
1/29/2021	MLM	Confer with E. Nguyen and D. Joudi re: [REDACTED]	0.30 450.00/hr	135.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
1/29/2021	ECN	Confer with M. Moore and D. Joudi re: [REDACTED]	0.30 650.00/hr	195.00
2/11/2021	ECN	Review and evaluate Defendant's changes to <i>Belaire-West</i> .	0.80 650.00/hr	520.00
2/17/2021	ECN	Further revise <i>Belaire-West</i> notice.	0.40 650.00/hr	260.00
2/18/2021	MLM	Review Court's Notice of Continuation of CMC.	0.20 450.00/hr	90.00
	MLM	Call with client re: status of case and case strategy.	0.60 450.00/hr	270.00
	ECN	Email to S. Stringer (defendant's counsel) re informal discovery requests in advance of next status conference.	0.30 650.00/hr	195.00
2/19/2021	ECN	Receive email from S. Stringer re discovery proposals.	0.20 650.00/hr	130.00
2/23/2021	MLM	Email to S. Stringer, counsel for Defendant, re: joint statement.	0.20 450.00/hr	90.00
	MLM	Review and revise CMC Statement based on revisions made by E. Nguyen.	0.40 450.00/hr	180.00
	MLM	Draft CMC Statement in advance of 3/5/21 CMC and email to E. Nguyen re: same.	0.70 450.00/hr	315.00
	ECN	Review and revise joint CMC statement for March 5, 2021 CMC and review and analyze case law in response to S. Stringer's comments on <i>Belaire West</i> .	2.50 650.00/hr	1,625.00
2/24/2021	MLM	Call with S. Stringer and email re: joint statement and <i>Belaire-West</i> stipulation.	0.60 450.00/hr	270.00
	MLM	Draft stipulation re: <i>Belaire-West</i> timeline.	0.70 450.00/hr	315.00
	ECN	Review OPC's edits to agreement and discuss P's position in response to same with Milan Moore.	0.40 650.00/hr	260.00
	ECN	Review M. Moore's summary of results of meet and confer with OPC (John and Stephanie) and revise/revised updated draft joint report and additions re agreements reached, review/revise <i>Belaire West</i> based on agreements reached, and review/revise stipulation and proposed order.	1.00 650.00/hr	650.00
	SML	Review joint statement and <i>Belaire-West</i> stipulation.	0.30 750.00/hr	225.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
2/26/2021	MLM	Receive and review D. Joudi's correspondence with court re: joint statement and stipulation re: Belaire-West.	0.20 450.00/hr	90.00
	DJ	Finalize and file Joint CMC Statement and Stipulation.	0.20 175.00/hr	35.00
3/2/2021	MLM	Review Court's Notice of Continuation of CMC.	0.10 450.00/hr	45.00
	DJ	Emails from and to G. Beltran re: case administration.	0.20 175.00/hr	35.00
	ECN	Receive and review court's order from clerk.	0.20 650.00/hr	130.00
3/3/2021	MLM	Follow up with S. Stringer, counsel for Defendant re: the Belaire-West notice.	0.10 450.00/hr	45.00
3/4/2021	MLM	Correspondence with Phoenix Administrators to administer Belaire-West notice to Aggrieved Employees.	0.30 450.00/hr	135.00
	MLM	Correspondence with S. Stringer re: finalized Belaire-West notice and selection of administrator.	0.30 450.00/hr	135.00
	SML	Receive and review correspondence with Phoenix Administrators to administer Belaire-West notice to Aggrieved Employees.	0.20 750.00/hr	150.00
	SML	Receive and review correspondence with S. Stringer re: finalized Belaire-West notice and selection of administrator.	0.20 750.00/hr	150.00
3/5/2021	MLM	Review mailing documents from Phoenix Administrators re: Belaire-West notice and email to Phoenix re: approval of same.	0.80 450.00/hr	360.00
	SML	Receive notice documents from Phoenix Administrators re: Belaire-West notice for review and approval.	0.30 750.00/hr	225.00
3/11/2021	MLM	Receive and review correspondence between Phoenix and counsel for Defendant re: status of contact information for Belaire-West mailing.	0.20 450.00/hr	90.00
	SML	Receive and review correspondence between Phoenix and counsel for Defendant re: status of contact information for Belaire-West mailing.	0.10 750.00/hr	75.00
3/31/2021	MLM	Review proposed Belaire-West mailing timeline from Phoenix and approval of same.	0.30 450.00/hr	135.00
	SML	Review and approve proposed Belaire-West mailing timeline from Phoenix.	0.20 750.00/hr	150.00
4/2/2021	MLM	Review confirmation from Phoenix re: mailing of Belaire-West notice.	0.10 450.00/hr	45.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
4/2/2021	SML	Review email from Phoenix re Belaire-West notice mailing.	0.10 750.00/hr	75.00
4/16/2021	MLM	Receive and review weekly reports for Belaire-West mailing.	0.10 450.00/hr	45.00
	SML	Receive and review weekly reports for Belaire-West mailing.	0.10 750.00/hr	75.00
4/30/2021	ECN	Evaluate weekly report from third party administrator.	0.20 650.00/hr	130.00
5/10/2021	MLM	Correspondence to S. Stringer, counsel for Defendant, re: scheduling telephonic call re: informal production.	0.20 450.00/hr	90.00
	MLM	Review list of non-opt outs to Belaire-West and correspondence with Phoenix re: lack of phone numbers and emails.	0.40 450.00/hr	180.00
5/18/2021	MLM	Telephonic conference with S. Stringer and J. Cone, counsel for Defendant, re: mediation and production of payroll data.	0.50 450.00/hr	225.00
	MLM	Review and revise CMC Statement based on revisions made by E. Nguyen.	0.70 450.00/hr	315.00
	MLM	Draft CMC statement and email to E. Nguyen re: same.	0.90 450.00/hr	405.00
	ECN	Review and draft additions to joint CMC statement for June 3, 2021 CMC.	0.80 650.00/hr	520.00
5/19/2021	MLM	Confer with D. Joudi, E. Nguyen and S. Lidman re: proposed mediators and their availability.	0.30 450.00/hr	135.00
	MLM	Receive edits to CMC Statement and finalize same.	0.40 450.00/hr	180.00
	DJ	Email from and to M. Moore re: mediator's availability; factual research re: same.	0.20 175.00/hr	35.00
	SML	Confer with D. Joudi, E. Nguyen and M. Moore re: proposed mediators.	0.30 750.00/hr	225.00
5/20/2021	MLM	Confer with E. Nguyen re: proposed stipulated protective order.	0.20 450.00/hr	90.00
	MLM	Correspondence with S. Stringer re: finalized CMC statement and mediator's dates of availability.	0.50 450.00/hr	225.00
	ECN	Confer with M. Moore re: proposed stipulated protective order.	0.20 650.00/hr	130.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
5/21/2021	MLM	Receive and review proposed stipulated protective order.	0.80 450.00/hr	360.00
5/24/2021	MLM	Correspondence to E. Nguyen re: proposed changes to protective order.	0.40 450.00/hr	180.00
	DJ	Email from M. Moore re: reservation of mediation date with mediator Jeff Krivis; correspondence with mediator's office re: same.	0.20 175.00/hr	35.00
	ECN	Correspondence with M. Moore re: proposed changes to protective order.	0.40 650.00/hr	260.00
5/25/2021	DJ	Confirm mediation date reservation with mediator's office; email to M. Moore re: same.	0.20 175.00/hr	35.00
	DJ	Finalize and file Joint CMC Statement and Stipulation.	0.20 175.00/hr	35.00
5/26/2021	MLM	Confer with S. Lidman re: [REDACTED]	0.20 450.00/hr	90.00
	DJ	Correspondence from and to mediator's office re: mediation confirmation; update client file re: same.	0.10 175.00/hr	17.50
	SML	Confer with M. Moore re: [REDACTED]	0.20 750.00/hr	150.00
5/27/2021	MLM	Review E. Nguyen's revisions to stipulated protective order and email to S. Stringer, counsel for Defendant, re: same.	0.30 450.00/hr	135.00
	ECN	Evaluate draft of protective order proposed by defendant and edit same.	0.40 650.00/hr	260.00
6/2/2021	MLM	Receive email from Court re: continuance of status conference.	0.10 450.00/hr	45.00
6/3/2021	MLM	Confer with E. Nguyen re: [REDACTED]	0.40 450.00/hr	180.00
	ECN	Confer with M. Moore re: [REDACTED]	0.40 650.00/hr	260.00
6/16/2021	MLM	Call with client re: [REDACTED]	0.20 450.00/hr	90.00
	MLM	Telephonic conference with S. Stringer and J. Cone, counsel for Defendant, re: stipulated protective order and confer with E. Nguyen re: same.	0.60 450.00/hr	270.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
6/16/2021	MLM	Correspondence from and to D. Joudi re: Stipulated Protective Order; update client file re: same.	0.10 450.00/hr	45.00
	SML	Confer with P Haines re status of case and protective order.	0.40 750.00/hr	300.00
6/17/2021	SML	Communicate with P. Haines re: mediation preparation.	0.40 750.00/hr	300.00
6/29/2021	MLM	Instruct D. Joudi to confirm the status of the stipulated protective order.	0.20 450.00/hr	90.00
	MLM	Correspondence from and to D. Joudi re: following up on Stipulated Protective Order; factual research re: same.	0.10 450.00/hr	45.00
7/13/2021	MLM	Confer with D. Joudi and E. Nguyen re: status of the signed stipulated protective order.	0.20 450.00/hr	90.00
	MLM	Correspondence with S. Stringer re: status of stipulated protective order.	0.30 450.00/hr	135.00
7/14/2021	MLM	Correspondence with S. Stringer re: status of informal document production.	0.20 450.00/hr	90.00
7/15/2021	SML	Confer with P. Haines re: [REDACTED]	0.30 750.00/hr	225.00
7/29/2021	MLM	Correspondence from S. Stringer, counsel for Defendant, re: signed stipulation of protective order.	0.10 450.00/hr	45.00
8/4/2021	MLM	Receive signed stipulation of protective order from S. Stringer, counsel for Defendant.	0.20 450.00/hr	90.00
	SML	Receive signed stipulation of protective order from S. Stringer, counsel for Defendant.	0.20 750.00/hr	150.00
8/16/2021	MLM	Receive email re: Defendant's informal document production of approximately 5,000 pages.	0.10 450.00/hr	45.00
	ECN	Receive and initial review of defendant's document production for mediation.	0.60 650.00/hr	390.00
8/18/2021	SML	Initial review of email and Defendant's informal document production (about 5,000 pages).	0.30 750.00/hr	225.00
9/28/2021	MLM	Receive list of employees with hire and termination dates and evaluate total workweeks and pay periods at issue.	2.50 450.00/hr	1,125.00
	SML	Receive list of employees with hire and termination dates.	0.20 750.00/hr	150.00

7/7/2022

			Hrs/Rate	Amount
9/30/2021	MLM	Schedule conference with G. Beltran re: analysis [REDACTED] [REDACTED]	0.20 450.00/hr	90.00
10/1/2021	MLM	Conference with G. Beltran to provide direction re: analysis [REDACTED] [REDACTED]	0.40 450.00/hr	180.00
10/11/2021	MLM	Receive and review letter from counsel for Defendant re: request for informal production.	1.60 450.00/hr	720.00
10/13/2021	MLM	Confer with E. Nguyen re: [REDACTED] [REDACTED]	0.40 450.00/hr	180.00
	MLM	Call to client re: informal discovery requests and email to E. Nguyen re: same.	0.50 450.00/hr	225.00
	ECN	Confer with M. Moore re: requested information and guidance on Plaintiff's response.	0.40 650.00/hr	260.00
11/3/2021	GB	Review time records and input data for analysis for pay period January - February 2020.	5.00 175.00/hr	875.00
11/5/2021	GB	Review time records and input data for analysis for pay period March - April 2020.	5.50 175.00/hr	962.50
11/8/2021	GB	Review time records and input data for analysis for pay period May - June 2020.	3.00 175.00/hr	525.00
11/9/2021	MLM	Confer with E. Nguyen re: [REDACTED]	0.30 450.00/hr	135.00
	MLM	Draft contact letter to non-opt outs to Belaire-West.	0.40 450.00/hr	180.00
	MLM	Begin reviewing and analyzing Plaintiff's time records for unpaid time and meal period violations.	2.50 450.00/hr	1,125.00
	ECN	Confer with M. Moore re: analyzing time punch records.	0.30 650.00/hr	195.00
	SML	Strategize re [REDACTED] [REDACTED]	0.80 750.00/hr	600.00
11/10/2021	MLM	Provide guidance to G. Beltran re: draft contact letter in Spanish.	0.30 450.00/hr	135.00
	MLM	Continue to review Plaintiff's timekeeping records.	1.50 450.00/hr	675.00
	MLM	Draft response letter to Defendant's letter for informal production and email to E. Nguyen re: same.	2.00 450.00/hr	900.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
11/11/2021	MLM	Finalize response letter and email to counsel for Defendant re: same.	0.40 450.00/hr	180.00
	MLM	Receive and review E. Nguyen's revisions to response letter.	0.50 450.00/hr	225.00
11/12/2021	GB	Review and translate contact letter to Spanish.	0.30 175.00/hr	52.50
11/24/2021	DJ	Email from E. Nguyen re: mailing class member contact letter.	0.10 175.00/hr	17.50
	DJ	Prepare class contact letter for mailing; email to E. Nguyen re: same.	0.50 175.00/hr	87.50
	MLM	Receive correspondence from D. Joudi re: mailing of contact letters to Aggrieved Employees.	0.30 450.00/hr	135.00
12/1/2021	MLM	Begin drafting mediation brief with claims for unpaid time, meal and rest period violations.	2.20 450.00/hr	990.00
	SML	Communicate with P. Haines and E. Nguyen [REDACTED]	0.30 750.00/hr	225.00
12/3/2021	DJ	Continue preparing class contact letter for mailing to class members; email to E. Nguyen re: same.	0.30 175.00/hr	52.50
12/6/2021	GB	Review time records and input data for analysis for pay period July - August 2020.	3.00 175.00/hr	525.00
	DJ	Finalize letter to class members and prepare for mailing.	1.90 175.00/hr	332.50
12/8/2021	GB	Review time records and input data for analysis for pay period September - October 2020.	3.00 175.00/hr	525.00
12/22/2021	MLM	Review timekeeping records for 2021 Aggrieved Employees and analyze [REDACTED]	3.00 450.00/hr	1,350.00
12/29/2021	MLM	Confer with D. Joudi and G. Beltran re: analyzing [REDACTED]	0.40 450.00/hr	180.00
12/30/2021	DJ	Email from and to M. Moore re: [REDACTED]	0.10 175.00/hr	17.50
1/4/2022	DJ	Prepare timecards for review and analysis; analyze timecards and enter data for pay periods ending 7/28/2019, 8/11/2019, and 9/8/2019.	4.90 175.00/hr	857.50
1/6/2022	DJ	Continue review of timecards and entering data for analysis for pay periods ending 9/8/2019, 9/22/2019, and 10/6/2019.	4.20 175.00/hr	735.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
1/7/2022	DJ	Continue reviewing timecards and entering data for analysis for pay period ending 10/6/2019; review timecards and enter data for analysis for pay periods ending 10/20/2019, 11/3/2019, and 11/17/2019.	5.50 175.00/hr	962.50
	MLM	Receive update from G. Beltran and D. Joudi re: completion of timekeeping data analysis.	0.20 450.00/hr	90.00
	MLM	Call with client re: [REDACTED]	0.70 450.00/hr	315.00
	MLM	Continue to analyze Plaintiff's timekeeping records in advance of mediation.	0.90 450.00/hr	405.00
	MLM	Continue to review timekeeping records for 2021 of aggrieved employees in advance of mediation .	2.60 450.00/hr	1,170.00
1/10/2022	GB	Review time records and input data for analysis for pay period November - December 2020.	5.00 175.00/hr	875.00
	DJ	Continue review of timecards for pay period ending 11/17/2019; review time records and input data for analysis for pay periods ending 12/1/2019, 12/15/2019, and 12/29/2019.	5.00 175.00/hr	875.00
1/11/2022	MLM	Correspondence with [REDACTED]	0.20 450.00/hr	90.00
	MLM	Draft MOU and email to E. Nguyen and S. Lidman re: same.	1.50 450.00/hr	675.00
	MLM	Continue to draft mediation brief and email to E. Nguyen and S. Lidman re: same.	1.80 450.00/hr	810.00
	ECN	Analysis of exposure analysis.	0.60 650.00/hr	390.00
	ECN	Review, revise and draft additions to mediation brief.	2.80 650.00/hr	1,820.00
	SML	Review draft MOU.	0.40 750.00/hr	300.00
	SML	Review draft mediation brief and email to E. Nguyen and M. Moore re: same.	0.70 750.00/hr	525.00
1/12/2022	DJ	Finalize mediation brief; correspondence to mediator Jeff Krivis' office re: mediation brief.	0.20 175.00/hr	35.00
	MLM	Prepare comprehensive analysis of timekeeping records reviewed by D. Joudi and G. Beltran in advance of mediation.	3.30 450.00/hr	1,485.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
1/12/2022	ECN	Review updated mediation brief.	0.70 650.00/hr	455.00
	SML	Review mediation brief and exposure analysis.	0.50 750.00/hr	375.00
	SML	Confer with P. Haines re: [REDACTED] [REDACTED]	0.60 750.00/hr	450.00
1/14/2022	MLM	Follow up email to [REDACTED]	0.10 450.00/hr	45.00
1/18/2022	MLM	Correspondence with [REDACTED] [REDACTED]	0.30 450.00/hr	135.00
	ECN	Plan and prepare for mediation.	2.60 650.00/hr	1,690.00
1/19/2022	MLM	Review E. Nguyen's notes re: [REDACTED] [REDACTED]	0.40 450.00/hr	180.00
	MLM	Prepare for mediation.	0.70 450.00/hr	315.00
	ECN	Confer with M. Moore and S. Lidman re: [REDACTED]	0.40 650.00/hr	260.00
	ECN	Confer with S. Lidman and P. Haines re: [REDACTED] [REDACTED]	0.50 650.00/hr	325.00
	ECN	Prepare for mediation.	2.20 650.00/hr	1,430.00
	SML	Communicate with P. Haines re: [REDACTED] [REDACTED].	0.40 750.00/hr	300.00
	SML	Confer with E. Nguyen and P. Haines re: [REDACTED] [REDACTED]	0.50 750.00/hr	375.00
1/20/2022	MLM	Mediation with Jeff Krivis	6.00 450.00/hr	2,700.00
	ECN	Prepare for and attend mediation.	6.10 650.00/hr	3,965.00
	SML	Mediation with Jeff Krivis.	6.00 750.00/hr	4,500.00
1/25/2022	ECN	Reply to mediator's [REDACTED]	0.40 650.00/hr	260.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
1/27/2022	ECN	Communicate with mediator [REDACTED]	0.20 650.00/hr	130.00
2/1/2022	ECN	Communicate with mediator [REDACTED]	0.40 650.00/hr	260.00
2/2/2022	ECN	Telephone conference with J. Krivis re [REDACTED]	0.50 650.00/hr	325.00
2/7/2022	MLM	Call with defense counsel re: upcoming CMC.	0.20 450.00/hr	90.00
	ECN	Review/revise joint report and email J. Krivis.	0.30 650.00/hr	195.00
2/10/2022	MLM	Receive and review correspondence between E. Nguyen and J. Krivis re: acceptance of mediator's proposal.	0.60 450.00/hr	270.00
	ECN	Communicate with J. Krivis re [REDACTED]	0.30 650.00/hr	195.00
2/11/2022	ECN	Email to Simpluris and ILYM re quote for settlement administration.	0.30 650.00/hr	195.00
	ECN	Confer with P. Haines and S. Lidman re: [REDACTED]	0.50 650.00/hr	325.00
	ECN	Draft long form settlement agreement.	4.00 650.00/hr	2,600.00
	SML	Confer with P. Haines and E. Nguyen re: [REDACTED]	0.50 750.00/hr	375.00
2/15/2022	ECN	Prepare for status conference and email to OPC re same.	0.40 650.00/hr	260.00
	ECN	Continue to draft settlement agreement.	1.50 650.00/hr	975.00
2/18/2022	ECN	Email to S. Stringer (defense counsel) re Simpluris.	0.20 650.00/hr	130.00
2/22/2022	MLM	Receive and review minute order from Court.	0.10 450.00/hr	45.00
3/3/2022	ECN	Communicate with defense counsel about settlement agreement.	0.20 650.00/hr	130.00
3/14/2022	ECN	Receive/review email from J. Cone (defense counsel) re settlement agreement.	0.60 650.00/hr	390.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
3/16/2022	ECN	Confer with S. Lidman and P. Haines and re: [REDACTED] [REDACTED]	0.30 650.00/hr	195.00
	ECN	Review Defendant's edits to settlement agreement, revise same, and email to J. Cone re same.	1.60 650.00/hr	1,040.00
	SML	Confer with E. Nguyen and P. Haines and re: [REDACTED] [REDACTED]	0.30 750.00/hr	225.00
3/17/2022	ECN	Exchange emails with J. Cone (defense counsel) re edits to settlement and factual declaration.	0.20 650.00/hr	130.00
3/29/2022	MLM	Review draft declaration from mediator in support of settlement approval.	0.90 450.00/hr	405.00
	ECN	Evaluate fact declaration from J. Krivis and [REDACTED] [REDACTED]	0.60 650.00/hr	390.00
3/31/2022	MLM	Confer with D. Joudi re: costs to date.	0.20 450.00/hr	90.00
	ECN	Follow up with J. Cone re settlement agreement.	0.10 650.00/hr	65.00
	ECN	Communicate with S. Stringer re J. Krivis declaration.	0.30 650.00/hr	195.00
	ECN	Communicate with P. Haines and S. Lidman re: [REDACTED] [REDACTED]	0.40 650.00/hr	260.00
	ECN	Final review and draft additional edits to settlement agreement and communicate with S. Stringer (defense counsel) re same.	2.70 650.00/hr	1,755.00
	SML	Communicate with P. Haines and E. Nguyen re: [REDACTED] [REDACTED]	0.40 750.00/hr	300.00
4/5/2022	MLM	Begin drafting administrator declaration in support of motion for PAGA approval.	0.80 450.00/hr	360.00
4/7/2022	ECN	Review/revise client declaration in support of approval.	1.10 650.00/hr	715.00
4/11/2022	ECN	Confer with P. Haines and S. Lidman re: [REDACTED] [REDACTED]	0.20 650.00/hr	130.00
	SML	Confer with P. Haines and E. Nguyen re: [REDACTED] [REDACTED]	0.20 750.00/hr	150.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
4/12/2022	MLM	Receive and review E. Nguyen's revisions to client declaration in support of PAGA approval motion in accordance with Court's guidelines.	0.40 450.00/hr	180.00
	MLM	Telephonic conference with client re: PAGA only settlement.	0.80 450.00/hr	360.00
	MLM	Draft client declaration in support of motion for PAGA approval and email to E. Nguyen re: same.	1.40 450.00/hr	630.00
	ECN	Receive and revise client declaration in support of PAGA approval motion and email to M. Moore re: same.	0.40 650.00/hr	260.00
	SML	Review and approve settlement agreement.	0.50 750.00/hr	375.00
4/19/2022	MLM	Confer with E. Nguyen on drafting of PAGA approval motion.	0.60 450.00/hr	270.00
5/2/2022	MLM	Receive correspondence between E. Nguyen and S. Stringer, counsel for Defendant re: filing of notice of settlement and request to vacate CMC.	0.40 450.00/hr	180.00
5/3/2022	MLM	Draft proposed order granting approval of PAGA settlement.	1.50 450.00/hr	675.00
5/4/2022	MLM	Begin drafting PAGA approval motion, including introduction and summary of the litigation.	0.80 450.00/hr	360.00
	ECN	Confer with P. Haines and S. Lidman re: [REDACTED]	0.70 650.00/hr	455.00
	SML	Confer with P. Haines and E. Nguyen re: [REDACTED]	0.70 750.00/hr	525.00
5/5/2022	MLM	Communicate with E. Nguyen and D. Joudi re: [REDACTED]	0.30 450.00/hr	135.00
	MLM	Receive guidance from E. Nguyen re administrator's declaration in support of PAGA approval motion.	0.40 450.00/hr	180.00
	MLM	Draft P. Haines declaration in support of PAGA approval motion.	0.60 450.00/hr	270.00
	MLM	Draft S. Lidman declaration in support of PAGA approval motion.	0.60 450.00/hr	270.00
	MLM	Continue drafting points and authorities including, the overview of the proposed settlement and Kullar analysis.	2.30 450.00/hr	1,035.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
5/5/2022	ECN	Analysis of notice of re-assignment	0.20 650.00/hr	130.00
	ECN	Review/revise draft of joint statement and communicate with defense counsel re joint statement and notice of re-assignment.	0.60 650.00/hr	390.00
5/6/2022	MLM	Draft my declaration in support of PAGA approval motion.	0.40 450.00/hr	180.00
	MLM	Draft summary expense chart to include as exhibit to E. Nguyen's declaration in support of PAGA approval motion.	0.60 450.00/hr	270.00
	SML	Receive, review, and analyze notice of re-assignment.	0.20 750.00/hr	150.00
5/8/2022	ECN	Confer with SML re re-assignment.	0.10 650.00/hr	65.00
	SML	Review and approve 170.6	0.20 750.00/hr	150.00
5/9/2022	MLM	Continue to further revise E. Nguyen's declaration.	0.20 450.00/hr	90.00
	MLM	Continue revising points and authorities including adding case law for lodestar analysis.	0.80 450.00/hr	360.00
5/10/2022	MLM	Receive and review E. Nguyen's revisions to S. Lidman's declaration in support of PAGA approval motion and revise same.	0.20 450.00/hr	90.00
	MLM	Receive E. Nguyen's feedback on summary expense chart.	0.20 450.00/hr	90.00
	MLM	Receive and review E. Nguyen's revisions to P. Haines declaration in support of PAGA approval motion and revise same.	0.20 450.00/hr	90.00
	MLM	Correspondence to Simpluris re declaration in support of PAGA approval motion.	0.20 450.00/hr	90.00
	MLM	Email to D. Joudi providing directions re finalizing motion for PAGA approval and supporting documents for filing.	0.20 450.00/hr	90.00
	MLM	Receive guidance from E. Nguyen for further revisions to points and authorities in support of PAGA approval motion and S. Lidman declaration.	0.40 450.00/hr	180.00
	MLM	Further revise proposed order granting PAGA approval and confer with E. Nguyen re same.	0.60 450.00/hr	270.00

7/7/2022

			<u>Hrs/Rate</u>	<u>Amount</u>
5/10/2022	MLM	Receive and review E. Nguyen's revisions to her declaration in support of PAGA approval motion and revise same.	1.10 450.00/hr	495.00
	MLM	Receive and review E. Nguyen's revisions to PAGA approval motion.	1.50 450.00/hr	675.00
	MLM	Final review of motion for PAGA approval and supporting documents.	1.50 450.00/hr	675.00
	SML	Receive and revise my declaration in support of PAGA approval motion.	0.30 750.00/hr	225.00
6/24/2022	ECN	Receive and revise S. Lidman declaration in support of PAGA approval motion and email to M. Moore re: same.	0.10 650.00/hr	65.00
	ECN	Receive and revise P. Haines declaration in support of PAGA approval motion and email to M. Moore re: same.	0.10 650.00/hr	65.00
	ECN	Review and revise summary expense chart.	0.20 650.00/hr	130.00
	ECN	Receive and review my declaration in support of motion for PAGA approval and email to M. Moore re: same.	0.60 650.00/hr	390.00
	ECN	Review and revise proposed order granting approval of PAGA settlement to include express release language from settlement agreement.	0.90 650.00/hr	585.00
	ECN	Review and revise PAGA approval motion, including revisions to Kullar analysis and compare/contrast with CMO requirements.	1.90 650.00/hr	1,235.00
6/30/2022	ECN	Receive and revise Simpluris declaration in support of PAGA approval motion and email to M. Moore re: same.	0.20 650.00/hr	130.00
	ECN	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.	1.90 650.00/hr	1,235.00
7/5/2022	ECN	Final review of PAGA approval and supporting documents.	2.80 650.00/hr	1,820.00
7/6/2022	ECN	Review, revise, and draft additions to Proposed Order granting settlement approval.	0.90 650.00/hr	585.00
7/8/2022	DJ	Finalize Motion for PAGA Settlement Approval and prepare for filing; file same.	2.20 175.00/hr	385.00
For professional services rendered			248.40	\$116,535.00

	<u>Amount</u>
Balance due	<u>\$116,535.00</u>

EXHIBIT E

to Declaration of Elizabeth Nguyen

EXHIBIT E
to Declaration of Elizabeth Nguyen

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
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., DL v. District of Columbia, 267 F.Supp.3d 55, 69

(D.D.C. 2017)

* “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 2

EXHIBIT 2

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Attorneys for Plaintiff VICTOR TORRES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VICTOR TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GIBSON PERFORMANCE CORPORATION,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. RIC2002842

[Assigned for All Purposes to Hon. Angel M.
Bermudez, Dept. S302]

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

Date: August 1, 2022
Time: 10:30 a.m.
Dept.: S302

Reservation ID: 013127351548

Filed: July 24, 2020
Trial: Not Set

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 Victor Torres (“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
28

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.

27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United
28 States Court of 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.

24
25
26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts
of Appeal 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.

- 1 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
2 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 3 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
4 States District Court, Central District of California, Honorable Margaret Morrow,
5 presiding.
- 6 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
7 States District Court, Central District of California, Honorable Margaret Morrow,
8 presiding.
- 9 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
10 States District Court, Southern District of California, Honorable John A.
11 Houston, presiding.
- 12 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
13 District Court, Central District of California, Honorable Margaret Morrow,
14 presiding.
- 15 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
16 District Court, Central District of California, Honorable Margaret Morrow,
17 presiding.
- 18 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
19 States District Court, Northern District of California.
- 20 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
21 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
22 presiding.
- 23 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
24 Court, County of Santa Clara.
- 25 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
26 Court, County of Los Angeles, Honorable Terry Green, presiding.

27

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

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

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

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

20 8. I have been appointed Class Counsel in *Guardado v. Wesley Allen, Inc.*, Case No.
21 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
22 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
23 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
24 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William
25 Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior
26 Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*,
27 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; *Coffee and Cabral v. Flyers Transportation, LLC.*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Guzman v. Century Blinds, Inc.*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes 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 favorable result for the Aggrieved Employees under the circumstances presented.

10. The details of the work completed in this case by me, my firm and/or my co-counsel are set forth in the declaration of Elizabeth Nguyen filed concurrently herewith.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 8, 2022, at El Segundo, California.



Scott M. Lidman

EXHIBIT 3

EXHIBIT 3

LIDMAN LAW, APC

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Attorneys for Plaintiff VICTOR TORRES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VICTOR TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GIBSON PERFORMANCE CORPORATION,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. RIC2002842

[Assigned for All Purposes to Hon. Angel M.
Bermudez, Dept. S302]

**DECLARATION OF MILAN MOORE IN
SUPPORT OF MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT UNDER
THE PRIVATE ATTORNEYS GENERAL ACT
AND REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: August 1, 2022
Time: 10:30 a.m.
Dept.: S302

Reservation ID: 013127351548

Filed: July 24, 2020
Trial: Not Set

1
2 I, MILAN MOORE, declare as follows:

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

7 2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State
8 Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced
9 exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an
10 employment litigation boutique, where I successfully represented employees in discrimination,
11 harassment, retaliation and wrongful termination cases in both state and federal court. While non-
12 exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing
13 research and analysis, drafting complaints, attending court hearings, corresponding with opposing
14 counsel, drafting and responding to written discovery, preparing for and taking and defending
15 depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to
16 compel, drafting mediation briefs, and attending mediations.

17 3. Since June 11, 2018, I have worked as an associate at my current firm, Lidman Law,
18 APC. I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits
19 in both state and federal court.

20 4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc.*, Case No.
21 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn
22 presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los
23 Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection,*
24 *Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge
25 William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
26 Superior Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western*
27 *Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge
28

1 Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477,
2 California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding;
3 *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside,
4 Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No.
5 CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
6 Cohn presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court,
7 County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No.
8 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh
9 presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of
10 Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight*
11 *Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District
12 of California, the Honorable Judge Philip S. Gutierrez presiding.

13 5. The declaration of my co-counsel, Elizabeth Nguyen filed concurrently herewith, sets
14 forth the of the work completed in this case by attorneys in our co-counsel's firm and/or other attorneys
15 in my firm.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct.

18 Executed on July 8, 2022, at El Segundo, California.

19
20 
21 Milan Moore

EXHIBIT 4

EXHIBIT 4

LIDMAN LAW, APC

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Attorneys for Plaintiff VICTOR TORRES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VICTOR TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GIBSON PERFORMANCE CORPORATION,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. RIC2002842

[Assigned for All Purposes to Hon. Angel M.
Bermudez, Dept. S302]

**DECLARATION OF PAUL K. HAINES IN
SUPPORT OF MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: August 1, 2022
Time: 10:30 a.m.
Dept.: S302

Reservation ID: 013127351548

Filed: July 24, 2020
Trial: Not Set

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I, PAUL K. HAINES, declare as follows:

1. I am the principal of the law firm Haines Law Group, APC, and co-counsel for the named Plaintiff Victor Torres (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated *cum laude*. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy, located in Encino, California. I also spent a semester in law school working as an extern for the Honorable Edward Rafeedie, District Judge for the United States District Court for the Central District of California.

3. Since graduating from law school, my practice has focused exclusively on employment litigation. In September 2007, I began working as an associate attorney at the international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest U.S.-based law firm exclusively devoted to representing management in every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed on wage and hour class actions venued in both state and federal courts, and I also worked on a number of single and multi-plaintiff wage and hour matters as well.

4. During my employment at Littler Mendelson, I played a significant role in the class actions that I was staffed on, as I was often the only associate staffed on such cases. In particular, I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; drafting motions for decertification following class

1 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims,
2 the likelihood of prevailing at class certification and potential damages resulting from such claims;
3 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
4 plaintiffs and putative class members; deposing retained expert witnesses; and defending the
5 depositions of corporate witnesses. In short, I played an integral role in all aspects of litigation from
6 the inception of a matter through and beyond class certification. I also supervised the work of several
7 junior attorneys who were staffed on the same wage and hour class actions.

8 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
9 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at its
10 Los Angeles office, where I began working in July 2011. During my employment at Morgan, Lewis
11 & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective actions.
12 For the vast majority of these cases, I was the only associate staffed on the matter, and I performed
13 the same job duties as described in the immediately preceding paragraph. In addition to working on
14 wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid”
15 actions asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as
16 well as California-specific claims under Rule 23 of the Rules of Civil Procedure.

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent (90%)
20 of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am
21 currently responsible for prosecuting over thirty (30) wage and hour class actions filed in both State
22 and Federal courts throughout California. Below are some of the matters in which I have been
23 appointed as Class Counsel, all of which have been granted final approval: *Hilberger v. Eisenhower*
24 *Medical Center*, Case No. INC1204915, California Superior Court, County of Riverside, Honorable
25 Judge John G. Evans, presiding, (in which I was approved for an hourly rate of \$500 for work
26 performed in 2012 and 2013); *Lopez v. Cornucopia Tools and Plastics, Inc.*, Case No. CV138049,
27 California Superior Court, County of San Luis Obispo, Honorable Judge Martin J. Tangeman,
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1 presiding, (in which I was approved for an hourly rate of \$425 for work performed in 2013 and 2014);
2 *Tacker v. Compass Health, Inc.*, Case No. CV13-02261 BRO (JCG), United States District Court,
3 Central District of California, Honorable Judge Beverly Reid O'Connell, presiding, (in which I was
4 approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American*
5 *Professional Ambulance Corporation, Inc.*, Case No. BC499345, California Superior Court, County
6 of Los Angeles, Honorable Judge Kenneth R. Freeman, presiding, (in which I was approved for an
7 hourly rate of \$500 for work performed in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*,
8 Case No. CV12-10004 FMO (CWx), United States District Court, Central District of California,
9 Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an hourly rate of \$500
10 for work performed in 2012, 2013 and 2014); *Davila v. OCB Restaurant Co.*, Case No. CV13-5403
11 PA (JCG), United States District Court, Central District of California, Honorable Judge Percy
12 Anderson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013
13 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States
14 District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which
15 I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Plantillas v. Snap-*
16 *On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States District Court, Central District
17 of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly
18 rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*, Case No.
19 BC521395, California Superior Court, County of Los Angeles, Honorable Judge Elihu Berle,
20 presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014);
21 *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court, County of Los
22 Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved for an hourly
23 rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*, Case No.
24 SACV13-00807 JVS (MRWx), United States District Court, Central District of California, Honorable
25 Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work
26 performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC
27 (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr.,
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1 presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014);
2 *Thorp v. Alcal Industries, Inc., et al.*, Case No. CV13-02289 YGR, United States District Court,
3 Northern District of California, Honorable Judge Yvonne Gonzalez Rogers, presiding (in which I was
4 approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Myles v. College Hospital*,
5 Case No. BC487206, California Superior Court, County of Los Angeles, Honorable Judge John
6 Shepard Wiley, Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed
7 in 2013, 2014 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905 EMC, United
8 States District Court, Northern District of California, Honorable Edward M. Chen, presiding (in which
9 I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Julio v. Anthony*,
10 *Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California,
11 Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly rate of \$550 for
12 work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-
13 PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J.
14 Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014
15 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468,
16 California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman, presiding (in
17 which I was approved for an hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Sanchez*
18 *v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable
19 John S. Wiley, presiding (in which I was approved for an hourly rate of \$550 for work performed in
20 2013, 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex),
21 United States District Court, Central District of California, Honorable Judge John F. Walter, presiding
22 (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rivera*
23 *Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court,
24 County of San Luis Obispo, Honorable Martin J. Tangeman, presiding (in which I was approved for
25 an hourly rate of \$550 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental*
26 *Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable
27 Judge Amy D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work
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performed in 2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior Court, County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015 and 2016); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042, California Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); and *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Cristobal v. Koos Manufacturing, Inc.*, Case No. BC591484, California Superior Court, County of Los Angeles, Hon. William F. Highberger presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe presiding (approving hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Kostyuk, et al. v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court, Alameda County, Honorable Winifred Y. Smith presiding (approving an hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr., presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action and/or conditionally certifying a collective action, in the following cases:

- 1 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
2 California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding
3 (certifying a class of employees who were misclassified as independent contractors);
- 4 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States
5 District Court, Central District of California, Honorable Judge Beverly Reid O'Connell,
6 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 7 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District
8 Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a
9 rest period violation class and conditionally certifying an FLSA unpaid overtime wage class);
- 10 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern
11 District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally
12 certifying an unpaid FLSA overtime wage class);
- 13 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
14 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
15 (conditionally certifying an unpaid FLSA overtime wage class);
- 16 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
17 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
18 (certifying unpaid overtime wage class and waiting time penalty class); and
- 19 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States
20 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
21 classes of employees for rest period violations, wage statement violations, meal period
22 violations, and overtime and double-time violations);
- 23 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States
24 District Court, Southern District of California, Honorable William Q. Hayes presiding
25 (certifying six classes of employees for unpaid wages, meal period violations, wage statement
26 violations, and waiting time penalties); and

- *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, United States District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations).

8. In 2015, 2016 and 2017, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern California each year. In 2018 and 2019 Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

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

10. The details of the work completed by my firm are attached hereto as **Exhibit B** and I am informed and believe the details of the work completed by my co-counsel are set forth in Exhibit C attached to the declaration of Elizabeth Nguyen filed concurrently herewith.

11. Since undertaking representation of Plaintiff, my firm has borne the costs of litigation for nearly two years without receiving any compensation to date. To date, my firm has reasonably incurred \$10,571.39 in out-of-pocket costs in litigating this matter, which includes anticipated costs of \$150.00 for filing fees, service and messenger fees, and/or postage. Attached hereto as **Exhibit A** is a true and correct Expense Summary reflecting these costs, which include but are not limited to: filing fees, attorney service fees, court reporter fees, messenger fees, service fees, copying costs, mediation fees, postage. A true and correct copy of the itemized costs are also identified in **Exhibit B** attached hereto.

12. 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

1 that my law firm handles. I relied on the timekeeping records for this case to prepare this declaration.
2 Attached hereto as **Exhibit B** is a true and correct copy of a report of all attorney time billed to this
3 matter by my firm since undertaking this case in July 2020. The report is partially redacted to protect
4 attorney-client communications and attorney work product. The lodestar for my firm is \$6,885.00.

5 13. As of the date of the filing of the instant Motion, I am not aware of any representative
6 or other collective action in any other court in this or any other jurisdiction that asserts claims similar
7 to those asserted in this action on behalf group of individuals some or all of whom would also be
8 Aggrieved Employees. I have made reasonable inquiry of other members of my firm regarding
9 whether they are aware of any representative or other collective action in any other court in this or any
10 other jurisdiction that asserts claims similar to those asserted in this action on behalf of a group of
11 individuals some or all of whom would also be Aggrieved Employees.

12 I declare under penalty of perjury under the laws of the State of California and the United States
13 that the foregoing is true and correct.

14 Executed on July 5, 2022 at El Segundo, California.

15 
16 _____

17 Paul K. Haines
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EXHIBIT A

to Declaration of Paul K. Haines

EXHIBIT A

to Declaration of Paul K. Haines

Expense Summary
Victor Torres v. Gibson Performance Corporation

EXPENSE	AMOUNT
Mediation Costs	\$8,000.00
Filing, Service, and Messenger Fees	\$2,027.59
Copying Costs	\$461.00
Postage Costs	\$82.80
PAGA Approval Motion Fees (Filing, copying, postage, etc.)	\$150.00
TOTAL:	\$10,721.39

EXHIBIT B

to Declaration of Paul K. Haines

EXHIBIT B

to Declaration of Paul K. Haines

July 7, 2022

Victor Torres

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
6/10/2020	PKH Telephone call with [REDACTED]	0.40 675.00/hr	270.00
6/11/2020	PKH Confer with S. Lidman re: [REDACTED]	0.30 675.00/hr	202.50
7/2/2020	PKH Confer with E. Nguyen and S. Lidman re [REDACTED]	0.30 675.00/hr	202.50
7/16/2020	PKH Review draft complaint [REDACTED]	0.50 675.00/hr	337.50
7/30/2020	PKH Review PAGA letter to LWDA.	0.30 675.00/hr	202.50
9/21/2020	PKH Confer with S. Lidman re: his call with P. Trad, counsel for Defendant.	0.30 675.00/hr	202.50
9/24/2020	PKH Receive and review letter of representation from P. Trad.	0.20 675.00/hr	135.00
	PKH Confer with E. Nguyen and S. Lidman re [REDACTED] [REDACTED]	0.50 675.00/hr	337.50
6/16/2021	PKH Confer with S. Lidman re [REDACTED].	0.40 675.00/hr	270.00
6/17/2021	PKH Communicate with S. Lidman re: [REDACTED]	0.40 675.00/hr	270.00
7/15/2021	PKH Confer with S. Lidman re: [REDACTED] [REDACTED].	0.30 675.00/hr	202.50

7/7/2022

		<u>Hrs/Rate</u>	<u>Amount</u>
12/1/2021	PKH Communicate with S. Lidman and E. Nguyen re: [REDACTED] [REDACTED]	0.30 675.00/hr	202.50
1/12/2022	PKH Confer with S. Lidman re: [REDACTED].	0.60 675.00/hr	405.00
1/19/2022	PKH Communicate with S. Lidman re: [REDACTED] [REDACTED]	0.40 675.00/hr	270.00
	PKH Confer with E. Nguyen and S. Lidman re: [REDACTED] [REDACTED]	0.50 675.00/hr	337.50
2/11/2022	PKH Confer with S. Lidman and E. Nguyen re: [REDACTED] [REDACTED]	0.50 675.00/hr	337.50
3/16/2022	PKH Confer with E. Nguyen S. Lidman and re: defense counsel's proposed changes to the settlement agreement.	0.30 675.00/hr	202.50
3/31/2022	PKH Communicate with S. Lidman and E. Nguyen re: [REDACTED] [REDACTED].	0.40 675.00/hr	270.00
4/11/2022	PKH Confer with S. Lidman and E. Nguyen re: [REDACTED] [REDACTED].	0.20 675.00/hr	135.00
4/12/2022	PKH Review and approve final settlement agreement.	0.70 675.00/hr	472.50
5/4/2022	PKH Confer with S. Lidman and E. Nguyen re: [REDACTED] [REDACTED].	0.70 675.00/hr	472.50
6/27/2022	PKH Receive and approve my declaration in support of PAGA approval motion.	0.20 675.00/hr	135.00
6/28/2022	PKH Review and approve draft PAGA approval motion and supporting documents.	1.50 675.00/hr	1,012.50
For professional services rendered		10.20	\$6,885.00

Additional Charges :

		<u>Qty/Price</u>	
6/30/2020	PKH Postage for June, 2020.	1 13.80	13.80
7/27/2020	PKH Filing fee for summons and complaint	1 1,600.00	1,600.00

7/7/2022

		<u>Qty/Price</u>	<u>Amount</u>
7/31/2020	PKH Postage for JULY, 2020.	1 14.10	14.10
	PKH Copying cost for JULY, 2020.	26 0.25	6.50
8/25/2020	PKH First Legal's fee for service of Summons and Complaint on Defendant Gibson Performance (first attempt).	1 102.47	102.47
8/27/2020	PKH First Legal's fee for service of Summons and Complaint on Defendant Gibson Performance (second attempt).	1 157.79	157.79
9/14/2020	PKH Filing fee for stipulation and proposed order to continue CMC	1 20.00	20.00
9/30/2020	PKH Postage for September, 2020.	1 2.10	2.10
	PKH Copying cost for September, 2020.	24 0.25	6.00
10/30/2020	PKH Postage for October, 2020.	1 2.60	2.60
	PKH Copying cost for October, 2020.	21 0.25	5.25
11/30/2020	PKH Postage for November, 2020.	1 0.50	0.50
	PKH Copying cost for November, 2020.	23 0.25	5.75
12/31/2020	PKH Postage for December, 2020.	1 0.65	0.65
	PKH Copying cost for December, 2020.	11 0.25	2.75
1/19/2021	PKH First legal fee for filing of Joint Case Management Conference Statement	1 32.00	32.00
1/31/2021	PKH Postage for January, 2021.	1 2.30	2.30
	PKH Copying cost for January, 2021.	79 0.25	19.75
2/28/2021	PKH Copying cost for February, 2021.	26 0.25	6.50

7/7/2022

			<u>Qty/Price</u>	<u>Amount</u>
2/28/2021	PKH	Postage for February, 2021.	1 2.80	2.80
3/2/2021	PKH	Document purchase from Riverside County -Joint CMC Statement	1 20.00	20.00
5/31/2021	PKH	Copying cost for May, 2021	5 0.25	1.25
	PKH	Postage for May, 2021	1 1.02	1.02
6/7/2021	PKH	First Mediation fee - Invoice #23674 1/20/2022 Mediation	1 8,000.00	8,000.00
6/30/2021	PKH	Copying cost for June, 2021.	5 0.25	1.25
10/31/2021	PKH	Copying cost for October, 2021	200 0.25	50.00
11/30/2021	PKH	Copying cost for November, 2021.	206 0.25	51.50
12/31/2021	PKH	Postage for December, 2021.	1 41.87	41.87
	PKH	Copying cost for December, 2021.	528 0.25	132.00
1/31/2022	PKH	Copying cost for January, 2022.	555 0.25	138.75
2/7/2022	PKH	First Legal filing fee for Case Management Statement	1 12.55	12.55
2/28/2022	PKH	Copying cost for February, 2022.	37 0.25	9.25
	PKH	Postage for February, 2022.	1 1.06	1.06
3/31/2022	PKH	Copying cost for March, 2022.	13 0.25	3.25
4/30/2022	PKH	Copying cost for April, 2022.	8 0.25	2.00

7/7/2022

			<u>Qty/Price</u>	<u>Amount</u>
5/2/2022	PKH	First legal filing fee for Joint Notice of Settlement and Request to Vacate Status Conference	1 8.75	8.75
5/3/2022	PKH	First legal filing fee for Joint Notice of Settlement and Request to Vacate Status Conference	1 33.35	33.35
5/6/2022	PKH	Document purchase fee from Riverside court's website - Gibson Jt Ntc of Settlement and Request to Vacate CMC - received dated 5/2/22	1 5.00	5.00
	PKH	First legal filing fee for Peremptory Challenge	1 12.55	12.55
5/9/2022	PKH	First legal filing fee for Case Management Statement	1 12.55	12.55
5/13/2022	PKH	Document purchase fee from Riverside court's website -Gibson Minute Order Continuing SC dated 5/13/22	1 1.00	1.00
5/31/2022	PKH	Postage for May, 2022.	1 3.58	3.58
	PKH	Copying cost for May, 2022.	77 0.25	19.25
6/24/2022	PKH	Document purchase fee from Riverside's court website -Gibson Minute Order re Reassignment dated 6/24/22	1 6.00	6.00
Total additional charges				\$10,571.39
Total amount of this bill				\$17,456.39
Balance due				\$17,456.39

EXHIBIT 5

EXHIBIT 5

LIDMAN LAW, APC

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Attorneys for Plaintiff VICTOR TORRES

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

VICTOR TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GIBSON PERFORMANCE CORPORATION,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. RIC2002842

[Assigned for All Purposes to Hon. Angel M.
Bermudez Dept. 6]

**DECLARATION OF VICTOR TORRES
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 1, 2022

Time: 10:30 a.m.

Dept.: S302

Reservation ID: 013127351548

Filed: July 24, 2020

Trial: Not Set

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I, VICTOR TORRES, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I have been employed by Defendant Gibson Performance Corporation (hereinafter “Gibson Performance” or “Defendant”) as an hourly, non-exempt employee since on or about October 17, 2011 through approximately September 30, 2019, at which time I started a medical leave of absence. During my employment with Gibson Performance, I have worked out of the facility in Corona, California as a Quality Control Inspector. During my employment, I was subject to Gibson Performance’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Gibson Performance I was not paid for all my time worked. Specifically, it is my understanding that Gibson Performance rounded hours worked such that I would not be fully paid for all time worked.

4. I also do not believe I received all legally-compliant meal and rest breaks. Specifically, as a result of having to stand in long lines prior to my meal breaks in order to clock out, my meal breaks were often late, short or otherwise unlawful. It is also my understanding that during part of the time I worked at Gibson Performance, it would automatically deduct time from my work time for purported meal periods even if I did not actually take a meal break. Additionally, as a result of Gibson Performance's policy of requiring me to remain on the work premises during rest breaks, it is my understanding I was not authorized and permitted to take all my legally compliant rest breaks.

5. As a result of these violations, I also do not believe I received accurate and complete wage statements.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available whenever I was needed.

7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of Gibson Performance by helping them recover their unpaid penalties. I knew that there was a risk that I could be liable Gibson Performance's costs if we lost the case. I accepted this risk because I wanted Gibson Performance to compensate their current and former employees and for Gibson Performance to fix its pay practices. I also took on the added risk of potentially being retaliated against by Gibson Performance and/or its employees for bringing a lawsuit while being a current employee on a leave of absence.

8. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability in this industry or any other industry because there is a risk that future employers would not want to interview and/or hire someone who has sued an employer, I accepted that burden for the benefit of other employees of Gibson Performance. Indeed, if I had not sought legal representation to enforce California's labor laws, I do not believe my former co-workers and current employees of Gibson Performance and California's Labor and Workforce Development Agency ("LWDA"), which I understand will receive a portion of the proposed settlement, would receive any of the settlement funds.

9. I have been actively involved in this case since joining this lawsuit back in July 2020. Among other things, I gathered various employment related documents for use in the lawsuit. Without revealing and/or waiving attorney-client privileged communications, I also communicated with my attorneys on numerous occasions.

10. Additionally, I worked with my lawyers to prepare for the mediation and was available that day for any questions that arose. I spent time discussing the settlement agreement with my attorneys. I believed I represented the other employees of Gibson Performance and the LWDA to the best of my ability and put the interests of the aggrieved employees ahead of my own. I believe that I have spent approximately 20 hours in total on activities related to this case.

11. I am not involved in any other lawsuits nor have I been a named plaintiff in any other PAGA case. I do not believe I have any conflicts with any of the other former or current hourly, non-exempt employees.

12. As part of the proposed Settlement, I have also agreed to a general release of claims related to my employment with Gibson Performance that extends beyond the release applicable to Aggrieved Employees, which I understand means all current and former hourly, non-exempt employees of Gibson Performance who worked in California at any time from July 29, 2019 through the date the Court grants approval of this Settlement. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against Gibson Performance up through the date I signed the settlement agreement.

13. I understand that my attorneys will request that the Court award me an Enhancement Award of \$5,000.00 for my service and efforts on the case. This amount is also for a full release of claims related to my employment with Gibson Performance that extends beyond the release of claims applicable to the other Aggrieved Employees. This proposed \$5,000.00 Enhancement Award is not contingent upon me supporting the proposed Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 12, 2022, at Highland, California.


Victor torres (Apr 12, 2022 16:23 PDT)

VICTOR TORRES

EXHIBIT 6

EXHIBIT 6

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19 Attorneys for GIBSON PERFORMANCE
 20 CORPORATION

21
 22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 23
 24 **COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE**

25 VICTOR TORRES, as an individual and
 26 on behalf of all others similarly situated,

27 Plaintiff,

28 vs.

29 GIBSON PERFORMANCE
 30 CORPORATION, a California
 31 corporation; and DOES 1 through 100,
 32 inclusive,

33 Defendants.

CASE NO. RIC2002842

JUDGE: Hon. Angel M. Bermudez
 DEPT.: S302

**DECLARATION OF JEFFREY
 KRIVIS IN SUPPORT OF MOTION
 FOR PRELIMINARY APPROVAL OF
 PAGA SETTLEMENT**

DATE: August 1, 2022
 TIME: 10:30 a.m.
 DEPT: S302

Reservation ID: 013127351548

ACTION FILED: July 24, 2020
 TRIAL DATE: None Set

1 **DECLARATION OF JEFFREY KRIVIS**

2 I, Jeffrey Krivis, declare as follows:

3 1. I submit this Declaration in my capacity as the mediator in connection with the
4 proposed settlement of the above-captioned litigation related to the Labor Code Private Attorneys
5 General Act ("PAGA"). While the mediation process is confidential, plaintiff Victor Torres
6 ("Plaintiff"), as an individual and on behalf of all other similarly situated, and defendant Gibson
7 Performance Corporation ("Gibson") have authorized me to inform the Court of the matters set
8 forth herein in support of preliminary approval of the settlement. I have personal knowledge of the
9 facts set forth in this Declaration and, if called as a witness, could testify competently to such facts
10 under oath.

11 2. I began my mediation practice in 1989 and established First Mediation Corporation
12 in 1990, breaking open a niche in the Southern California dispute resolution landscape. Since then,
13 I have resolved thousands of disputes including wage and hour and consumer class actions,
14 entertainment, mass tort, employment, business, complex insurance, product liability and wrongful
15 death matters, and I have substantial experience in mediating and evaluating PAGA claims.

16 3. Prior to founding First Mediation Corporation, I was a Senior Partner at Krivis &
17 Passovoy. I received my undergraduate degree with honors from San Diego State University, my
18 J.D. from Southwestern University School of Law, and was admitted to California Bar in 1980.

19 4. Additionally, I serve as an adjunct professor with the Straus Institute for Dispute
20 Resolution at Pepperdine University School of Law where I have taught negotiation and mediation
21 skills to lawyers and judges. My experiences as a working mediator and academic prompted me to
22 write the award winning book *Improvisational Negotiation: A Mediator's Stories of Conflict About*
23 *Love, Money and Anger - and the Strategies that Resolved Them* (Wiley/Jossey-Bass 2006), as
24 well as *How To Make Money as a Mediator (And Create Value for Everyone): 30 Top Mediators*
25 *Share Secrets to Building a Successful Practice* (Jossey-Bass 2006). Since 1984, I have been
26 published in numerous periodicals primarily on the topic of ADR.

27 5. I have been actively involved in the research and development of ADR systems
28 since the early 1980s. I have designed and implemented numerous conflict management and

1 dispute resolution programs at corporations, federal agencies. law firms and trade associations. I
2 am an approved provider of Mandatory Continuing Legal Education for the California State Bar.

3 6. I am a past president of both the International Academy of Mediators and the
4 Southern California Mediation Association, and served as a Council Member of the Section on
5 Dispute Resolution for the ABA. I have received several awards from a variety of associations and
6 publications including being named a “Power Mediator” in the entertainment industry by The
7 Hollywood Reporter. My peers have voted me “Super Lawyer” every year since inception in the
8 Thomas Reuters publication. I have also been named “Mediator of the Year” several times by the
9 “Best Lawyer” publication. I am an AV rated lawyer by Martindale-Hubbell.

10 7. On January 20, 2022, I presided over a mediation session between the parties. Prior
11 to the mediation, the parties submitted detailed mediation statements that addressed liability,
12 penalties, the ability of Gibson to withstand an adverse judgment, and the ability of Plaintiff to
13 enforce a favorable judgment. I found these mediation statements to be extremely valuable in
14 helping me understand the relative merits of each party’s positions, and to identify the issues that
15 were likely to serve as the primary drivers and obstacles to achieving a settlement. Counsel for
16 both parties presented significant arguments regarding their clients’ positions, and it was apparent
17 to me that both sides possessed strong, non-frivolous arguments, and that neither side was assured
18 of victory.

19 8. During mediation, both sides made adversarial presentations to me, in which they
20 vigorously sought to maximize the benefits to their respective clients. The negotiations were
21 conducted at arm's length, principled, exhaustive, and sometimes contentious. While supervising
22 the negotiations, I endeavored to help the parties bridge their differences and evaluate the
23 strengths and weaknesses of their respective positions. Based on my observations and first-hand
24 experience, the parties' counsel have substantial expertise in the fields of representative actions
25 and complex litigation resolution. The level of advocacy for all parties throughout the mediation
26 process was exceptionally informed, ethical, and effective. However, no settlement was reached.

27 9. Following the mediation, I engaged in further discussions with the parties whereby
28 terms of settlement were further discussed and vetted in an effort to resolve this litigation. These

1 discussions resulted in agreed upon settlement terms on February 10, 2022. Both parties agreed
 2 that they were settling the case to avoid further costs and risks associated with the action, and
 3 Plaintiff agreed that the settlement would not constitute any admission of liability or lack of
 4 meritorious defenses by Gibson.

5 10. Pursuant to the settlement terms, Gibson will be satisfying its \$165,000 obligation
 6 through a payment plan with three equal payments: \$55,000 due at approval, \$55,000 due within 6
 7 months of approval, and \$55,000 due 1 year after approval.

8 11. Gibson has submitted documentation to me for verification of its financial
 9 condition and need for an installment plan to fund the settlement. I have reviewed Gibson's tax
 10 returns for 2018, 2019 and 2020, which were the most recent reliable and available tax returns
 11 available. Representations from the principal representative for Gibson indicated that the financial
 12 condition of Gibson for 2021 would not have been materially significant than the prior three years.
 13 Based on that review, I believe that Gibson's constrained financial condition justifies a need for a
 14 payment plan as Gibson would not be able to absorb the impact of a one-time payment of
 15 \$165,000 as that figure exceeds Gibson's yearly taxable income for the past three filing years
 16 combined.

17 12. Based on my experience, I believe that the proposed settlement represents an
 18 outcome that is reasonable and fair for the aggrieved employees and all parties involved. The final
 19 settlement was reached only after extensive and complex negotiations, thorough investigation and
 20 litigation over many months, and careful consideration of the risks, strengths, and weaknesses of
 21 their respective positions on the substantive issues of the case, the risks and costs of continued
 22 litigation, and the best interests of their clients. As such, I strongly support the approval of the
 23 settlement in all respects.

24 13. Lastly, the advocacy on both sides of the case was outstanding. I have experience
 25 with attorneys from the law firms on both sides of this case. I am familiar with the effort,
 26 creativity, and zeal they put into their work. I expected that they would represent their clients in
 27 the same manner here, as they did. All counsel displayed the highest level of professionalism in
 28

1 carrying out their duties on behalf of their respective clients. The settlement is the direct result of
2 all counsel's experience, reputation, and ability in these types of complex actions.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.

5 Executed on this 4 th day of April 2022, at Los Angeles, California.

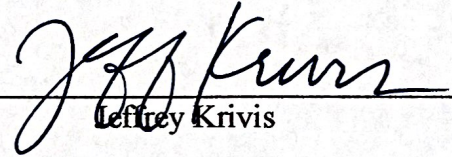
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Jeffrey Krivis

EXHIBIT 7

EXHIBIT 7

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Attorneys for Plaintiff VICTOR TORRES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VICTOR TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GIBSON PERFORMANCE CORPORATION,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. RIC2002842

Assigned for All Purposes to Hon. Angel M.
Bermudez, Dept. S302

**DECLARATION OF ERIC SPRINGER OF
SIMPLURIS, INC. IN SUPPORT OF
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: August 1, 2022
Time: 10:30 a.m.
Dept.: S302

Reservation ID: 013127351548

Filed: July 24, 2020
Trial: Not Set

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I, ERIC SPRINGER, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Simpluris, Inc. (“Simpluris”), as the Director of Client Services.

3. I personally have over thirteen (13) years of experience in claims management and administration of class and collective action matters.

4. Simpluris has never had any financial interests in nor affiliation with the parties or counsel in the *Victor Torres v. Gibson Performance Corporation*, matter.

SIMPLURIS BACKGROUND AND EXPERIENCE

5. Simpluris has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. Simpluris specializes in pre-settlement consultation, data management, legal notification, call center support, claims processing and tax reporting.

6. We have provided notification and/or claims administration services in more than 6,000 cases. Of these, more than 4,000 were Labor & Employment cases. Over the past 15 years, Simpluris has handled approximately \$6 billion in settlements.

7. Simpluris is committed to the security of not only our data and information but the Parties' data and information as well. We have not experienced any security breaches in our company history. A true and correct copy of our SOC 2 Compliance demonstrating our commitment to security is attached to our bid on **Exhibit A**. Additionally, Simpluris maintains insurance coverage in the amount of \$3,000,000 for Errors and Omissions.

NOTICE PLAN

8. Simpluris does not have any affiliation with counsel for this matter.

9. Simpluris has been selected by counsel to serve as the Settlement Administrator for this case.

EXHIBIT A
to Declaration of Eric Springer

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

EXHIBIT B
to Declaration of Eric Springer



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	14513	Prepared By:	Kimberly Sutherland
Estimate Date:	3/1/2022	Direct Dial #	321-223-5065
		Email:	ksutherland@simpluris.com

Attorney/Client: **Elizabeth Nguyen**
Firm: LIDMAN LAW
Email: [Elizabeth Nguyen <enguyen@lidmanlaw.com>](mailto:enguyen@lidmanlaw.com)

Attorney/Client:
Firm:
Email:

Case Name: Victor Torres Gibson Performance; PAGA: Distribution Only

Flat Fee* **\$3,000**

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	91	Undeliverable Rate:	10%
Response Rate:	N/A	Call Rate:	N/A
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	One
		Tax Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup-Posting Online	\$125.00	0.5	\$62.50
Document Translation	\$0.25	600	\$150.00
Database Manager - Initial Data Analysis	\$140.00	0.5	\$70.00
Total			\$282.50

Distribution

Setup a Disbursement Account. Payment plan.

Print & Mail Checks with 2 Pg. Notice to Class Members: 1099's

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Mailing Supervisor	\$50.00	1	\$50.00
NCOA Prior to Mailing	\$25.00	1	\$25.00
Print & Mail-Check, 1099/1/2 page notice	\$2.00	91	\$182.00
Postage	\$0.58	91	\$52.78
Process Returned Checks	\$0.25	18	\$4.55
Skip Trace Search Undeliverable Checks	\$2.50	18	\$45.50
Remail Checks	\$2.50	18	\$45.50
Remail Checks Postage	\$0.55	18	\$10.01
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting / Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee-One Years	\$750.00	1	\$750.00
Reissue Checks / Mailing	\$2.50	1	\$2.50
Reissue Checks Postage	\$0.58	1	\$0.58
Escheat Management	\$500.00	1	\$500.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,808.42



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	0	\$0.00
Total			\$0.00

Postage Cost \$63.37 Total Case Costs \$3,090.92