

Matthew S. D'Abusco (SBN 251116)
Cynthia S. Sandoval (SBN 191390)
ARES LAW GROUP, P.C.
23 Corporate Plaza Drive, Suite 150
Newport Beach, California 92660
Telephone: (949) 629-2519
Email: Matt@areslawgroup.com
Email: Cynthia@areslawgroup.com

Attorneys for Plaintiff
AMBER BARRETT

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

AMBER BARRETT, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA");

PLAINTIFF,

vs.

SIERRA PACIFIC MORTGAGE CO., INC., a
California Corporation, SIERRA PACIFIC
MORTGAGE, INC., a California Corporation;
and DOES 1 through 20,

Defendants.

Case No.: Case No.: CVRI2000156

PAGA ENFORCEMENT ACTION

**DECLARATION OF CYNTHIA S.
SANDOVAL IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: January 3, 2022

Time: 8:30 a.m.

Dept: 6

[Reservation No. 199341625129]]

[Filed concurrently with Notice of Motion;
Memorandum of Points and Authorities;
Declaration of Matthew S. D'Abusco; Declaration
of Amber Barrett; Declaration of Michael Bui;
and [Proposed] Judgment]

Complaint Filed: November 10, 2020

Trial Date: None

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1. My name is Cynthia S. Sandoval. I am an attorney at law licensed to practice in all of the State of California as well as the United States District Court in the Central District of California. I am a Partner with the law firm Ares Law Group, P.C. ("ALG"), counsel of record for Plaintiff Barrett ("Plaintiff") in the above-captioned matter. I am one of the ALG attorneys primarily responsible for the handling of this case and make this declaration in support of the Motion for Approval of Settlement. I am personally familiar with ALG's files and records regarding this litigation. All facts set forth below are of my own personal knowledge and, if called as a witness, I could and would truthfully testify as to each of them.

SECTION 2(a)—The Parties Executed a Written Settlement Agreement

2. On June 11, 2021, Plaintiff and Defendant Sierra Pacific Mortgage Company, Inc. (“Defendant”) (collectively “the Parties”) participated in a full day mediation with the Honorable Francisco Firmat (Ret.). Judge Firmat assisted the Parties by providing a useful, neutral analysis of the issues and risks to both sides with respect to legal liability. As a result of the mediation, the Parties agreed to the principal terms of a settlement of PAGA civil penalties. At all times, the Parties’ negotiations were adversarial and non-collusive, and the settlement thus constitutes a fair, adequate, and reasonable compromise of the claims at issue. The complete and final terms of the Parties’ settlement are now set forth in the PAGA Settlement Agreement. A true and correct copy of the written PAGA Settlement Agreement is attached hereto as Exhibit “1.”

3. On June 11, 2021, The Honorable Francisco Firmat (Ret.) from ADR Services, Inc. served as the mediator in this case. Judge Firmat retired from the bench in 2013 after a twenty-seven (27) year career as a jurist, which included an assignment to the Orange County Complex Litigation Panel. Judge Firmat is recognized as a prominent employment litigation mediator in Southern California and, per his biography, his experience in completing over 6,000 settlement conferences or mediations comes with a specialty in employment and complex litigation.

1
2 SECTION 2(c)—The Settlement Agreement Was Submitted to the LWDA on December 2, 2021.

3 4. Consistent with Labor Code Section 2699 (l)(2), on December 2, 2021, the PAGA
4 Settlement Agreement and all related Motion Paperwork was submitted to the California Labor and
5 Workforce Development Agency. A true and correct copy of the email acknowledging receipt of the
6 submission of the PAGA Settlement Agreement and Motion Paperwork is attached hereto as Exhibit “2.”

7 **PAGA CASE MANAGEMENT ORDER NO. 1—SECTION 3**

8 Section 3(a)—The Nature of the PAGA Violations

9 5. Defendant employed Plaintiff as a non-exempt employee from October 2019 to May 2020.
10 Plaintiff contends Defendant failed to pay her for all hours worked because Defendant improperly
11 calculated her regular rate of pay by dividing production bonuses and meal period premiums by Plaintiff’s
12 total hours worked (including overtime), rather than just the straight time hours worked. When Defendant
13 did so, the regular rate of pay necessary to properly calculate overtime was diminished. Defendant
14 acknowledged this error and corrected it in August 2020. Nonetheless, Defendant maintains that, although
15 these errors did occur, the damages and incidence rate were minor.

16 Section 3(b)—The Number of Alleged Violations

17 6. On July 23, 2020, Plaintiff submitted a PAGA letter to the California Labor and Workforce
18 Development Agency (“LWDA”). The LWDA did not initiate the investigation. Having thus exhausted
19 her administrative remedies, on November 10, 2020, Plaintiff filed a Complaint in Riverside County
20 Superior Court asserting a single cause of action for civil penalties under PAGA. Based upon the PAGA
21 letter Plaintiff submitted to the LWDA and the filing of the Complaint, the applicable statutory period is
22 November 10, 2019, through the date Defendant corrected the unlawful wage practices in August 2020.
23 Since Defendant maintains a bi-weekly payroll practice, there are twenty-nine (29) penalty periods at
24 issue.

25 7. Defendant employed a total of 243 aggrieved employees within the statutory period,
26 however, only 191 were subject to the wage violation. After an investigation and review of the facts and
27 records in this matter, Plaintiff concluded each employee suffered violations during approximately
28 fourteen (14) of the twenty-nine (29) penalty periods.

1 Section 3(c)—Total Potential Penalties

2 8. Thus, consistent with the foregoing, if Plaintiff proved a violation for each of the 191
3 aggrieved employees who suffered a violation for each of the fourteen (14) payroll periods, Defendant
4 would be subject to a maximum penalty assessment of \$267,400.00 (100.00 PAGA penalty x 14 penalty
5 periods x 191 aggrieved employees).

6 Section 3(d)—Total Penalties Likely at Trial

7 9. Plaintiff believes the total likely penalties at trial would be approximately \$267,400.00.
8 Defendant acknowledged and corrected the wage violation in dispute so there is no continuing violation.
9 Considering Defendant corrected the issue, and the miscalculation in rate resulted in actual damages being
10 relatively minor, Plaintiff believes the penalties agreed upon by this settlement thus represent a fair and
11 reasonable settlement considering the cost and expense of going to trial, particularly if an expert were to
12 be retained to testify on the wage violations.

13 Section 3(e)—Knowing and Intentional Violations

14 10. Defendant acknowledged it improperly calculated Plaintiff's regular rate of pay by dividing
15 production bonuses and meal period premiums by Plaintiff's total hours worked (including overtime),
16 rather than just the straight time hours worked. This is a highly technical error. There is no evidence that
17 Defendant's violation was knowing or intentional.

18 Section 3(f) and (g)—Penalties Calculation and Assessment of Reasonableness

19 11. In assessing whether the amount of civil penalties recovered is genuine and meaningful
20 with respect to those allegations, the Court may balance the amount in penalties with the risks of further
21 litigation. While Defendant acknowledged their error in calculating the regular rate of pay, they
22 steadfastly maintained that: (1) the violation rate was minimal; and (2) the issue was corrected such that
23 the penalty period was significantly shortened. Based on the evaluation of those issues, Plaintiff obtained
24 a strong settlement that results in a meaningful amount in civil penalties.

25 12. When negotiating the settlement of this case, Plaintiff used the base \$100.00 penalty
26 assessment provided by PAGA. Although PAGA does allow for penalties to be increased to \$200.00 per
27 pay period for subsequent violations, based on the position most Courts have taken with respect to limiting
28 the imposition of the increased penalty, Plaintiff did not do so in this case. While ALG does not believe

1 this determination is necessarily determinative, we nonetheless recognize that this interpretation has
2 gained traction with courts and elected therefore to conservatively estimate Defendant's potential
3 exposure for PAGA penalties by assessing a \$100.00 penalty for the pay periods during the statute of
4 limitation period in which there was a violation. Incorporating the \$100.00 penalty, ALG then calculated
5 the approximate number of pay periods in which aggrieved employees suffered violations based on a
6 review of the facts ascertained through our investigation and review of relevant documents and records.

7 13. Applying that information to create a fair and reasonable estimate of penalties, ALG
8 concluded fourteen (14) pay period violations—or 1/2 of the total possible pay periods—represented a
9 reasonable damages assessment per aggrieved employee especially considering the technical violations at
10 issue. Accordingly, under this liability framework, ALG calculated Defendant's potential PAGA
11 exposure at approximately \$267,400.00 for the relevant claims (\$100.00 PAGA Penalty x 14 violation
12 pay periods x 191 aggrieved employees).

13 14. After calculating Defendant's exposure under PAGA, ALG then discounted that exposure
14 for settlement purposes to account for the risks of continued litigation, including: (i) the strength of
15 Defendant's defenses on the merits; (ii) the risk of losing on any of a number of dispositive motions that
16 could have been brought between now and trial which may have eliminated all or some of the covered
17 claims, or barred evidence necessary to prove such claims; (iii) the risk of the Court not allowing this
18 action to proceed on a representative basis because of purported "manageability" concerns; (iv) the risk
19 of losing at trial or prevailing only on some of the claims; (v) the risk that the Court would exercise its
20 discretion under PAGA to significantly reduce the maximum civil penalties available by statute; and (vi)
21 the chances of a favorable verdict being reversed on appeal.

22 15. Considering the above contingencies, ALG determined a settlement in the range of 50% of
23 Defendant's potential exposure would prove to be a significant result that was warranted by the
24 circumstances of the case. Ultimately, the case settled in a far better range amount, at 65% of Defendant's
25 potential exposure—a settlement equal to an all-in penalty assessment of approximately \$916.23 per
26 aggrieved employee (before costs and fees). This is a fair and reasonable penalty and, similarly, there is
27 no evidence to suggest that the imposition of this amount of statutory penalties is unjust, arbitrary and
28 oppressive or confiscatory.

1 Section 3(h)—Additional Considerations

2 16. Defendant's agreement to be assessed PAGA penalties, along with the correction of the
3 underlying wage violation is exactly what the PAGA statutes sought to accomplish. Not only does this
4 settlement recover penalties for the State and aggrieved employees, importantly, it enforces the California
5 Labor Code. This is a material and meaningful addition to the settlement approval.

6 **PAGA CASE MANAGEMENT ORDER NO. 1—SECTION 4**

7 17. In June 1993, I graduated from the University of California at Los Angeles with a Bachelor
8 of Arts Degree in Business Economics. In May 1997, I graduated from Golden Gate University School
9 of Law with a Doctor of Juris Prudence.

10 18. I passed the California bar examination in November 1997 and was admitted to practice
11 law in all courts in the State of California. I am also admitted to the United States District Court for the
12 Central District of California.

13 19. Beginning in January 1998, after being admitted to practice, I became an associate attorney
14 with the Law Offices of Lucius Cooper in San Ramon, California. The Law Offices of Lucius Cooper was
15 a plaintiff-side employment law firm with five (5) attorneys which focused on employment matters
16 including, but not limited to, wage and hour, discrimination, harassment, and wrongful termination in both
17 State and Federal Courts.

18 20. In December 1998, I became an associate attorney with the firm Walsworth, Franklin,
19 Bevins & McCall ("WFBM") in San Francisco, California. Throughout my tenure at WFBM, I was a
20 member of the firm's employment litigation defense practice group. Employment related litigation was
21 the focus of my practice and I handled a wide variety of cases involving wage and hour, discrimination,
22 harassment, retaliation, and wrongful termination claims in both State and Federal Court. In this capacity
23 I handled all aspects of litigation including pleadings, discovery, dispositive motions and settlement.

24 21. In February 2000, I left WFBM and I joined Jackson Lewis P.C. ("Jackson Lewis") as an
25 associate attorney in its San Francisco, California office. Jackson Lewis is nationally recognized as one
26 of the leading labor and employment law firms in the United States. While at Jackson Lewis, I represented
27 local, national, and international clients, including Fortune 100 and 500 companies, in all types of
28 employment matters including cases involving discrimination, harassment, retaliation, wrongful

1 termination, wage and hour issues (such as unpaid minimum wages, unpaid overtime, meal and rest
2 periods, commissions, travel time, bonuses and expense reimbursement), leaves of absence, and
3 employment contracts.

4 22. In August 2008, I transferred to Jackson Lewis' Orange County, California office, where I
5 became Of Counsel with the firm. In January 2011, I became a Shareholder of the firm. As both Of
6 Counsel and Shareholder, I was lead counsel for all matters on which I worked including litigation, advice
7 and counsel and training. In 2015 I became Co-Leader of the firm's Workplace Training Practice Group.
8 I also regularly spoke on behalf of the firm at national conferences on topics including wage and hour
9 issues, class action litigation, discrimination, and disability and leave management.

10 23. During my tenure with Jackson Lewis, I independently managed all facets of litigation in
11 both State and Federal Courts in single plaintiff and class actions cases. I represented employers as lead
12 counsel at trial in California Superior Court, in arbitration and before numerous administrative agencies
13 including the U.S. Department of Labor, California Department of Labor Standards Enforcement,
14 California Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity
15 Commission. With respect to those cases in which I was one of the primary responsible attorneys, I was
16 involved in all aspects of handling litigation. This included initial case review and investigation,
17 determining defense strategy, implementing defense strategy in litigation, leading teams of attorneys to
18 execute case strategy and prepare for class certification, discovery, drafting and arguing motions and
19 briefs, taking and defending depositions, handling mediations, and facilitating approval of class
20 settlements.

21 24. While with Jackson Lewis, I was actively and substantially involved in the handling of
22 class action employment litigation. Between 2003 and 2011, I worked on approximately seven (7)
23 different class actions. From 2011 through 2016, I was one of the lead Shareholders on approximately
24 five (5) different class actions. This included working on all aspects and phases of litigation ranging from
25 pleading disputes, to class discovery, to the preparation and gathering of evidence to oppose certification,
26 to contentious law and motion disputes, to mediation and settlement procedures.

27 25. In August 2016 I left Jackson Lewis to take a position with Towne Park, a nationwide
28 service provider in the hospitality and healthcare industries. I served as Towne Park's Vice President and

1 Senior Vice President and Associate General Counsel of Employment Law. While with Towne Park, I
2 oversaw the litigation of a Class Action and Private Attorneys' General Act Complaint in California
3 involving thousands of employees. I spearheaded the negotiations of a settlement and, with outside
4 counsel, shepherded the matter through the approval process. One of my primary responsibilities with
5 Towne Park was to revamp its wage and hour practices and policies, focusing primarily on California.

6 26. In September 2017, I left Towne Park and became a Shareholder with Ares Law Group,
7 P.C. ("ALG"), which exclusively represents individuals in employment related disputes, including class
8 and California Private Attorneys' General Act actions. During my tenure at ALG, I have handled more
9 than seven (7) employment class actions and representative claims under the California Private Attorneys'
10 General Act.

11 27. With respect to those cases in which I was one of the primary responsible attorneys, I was
12 involved in all aspects of handling litigation. This included initial case review and investigation,
13 determining strategy, implementing strategy in litigation, leading teams of attorneys to execute case
14 strategy and prepare for class certification, discovery, drafting and arguing motions and briefs, taking and
15 defending depositions, handling mediations, and facilitating approval of class settlement.

16 28. Since I was admitted to practice in December 1997, I have focused my entire career on
17 employment law. I have either primarily handled, or significantly contributed to, more than nineteen (19)
18 different employment class actions and California Private Attorneys' General Act cases.

19 29. In my experience handling individual claims, employment class actions as well as
20 California Private Attorneys' General Act cases, I have extensive experience analyzing time and payroll
21 records and preparing corresponding data analysis for purposes of evaluating potential liability exposure.
22 I have performed this work on behalf of employers, putative classes, and aggrieved employees.

23 30. Based upon my employment litigation experience representing both employers and
24 employees over the past twenty-one (21) years, my current hourly rate is \$650.00. This hourly rate was
25 approved in Los Angeles County Superior Court on June 10, 2021 (*Los Angeles Superior Court Case No.*
26 *19STCV39303*). My rates were previously approved by both the San Bernardino County Superior Court
27 and the United States District Court in the Central District of California.

28 31. Since the inception of this case, ALG commenced and continued to advance an extensive

1 and comprehensive investigation into the merits of the case. After its initial investigation into the merits
2 of Plaintiff's individual claims, ALG sought additional records from Defendant and sent a PAGA letter to
3 the LWDA. Since contact with Defendant was formally established, the parties have engaged in
4 consistent, detailed, and thorough discussions and evidentiary exchanges about the merits of this case.

5 32. Overall, ALG performed an exhaustive investigation into the claims at issue, which
6 included: (1) determining Plaintiff's suitability as a private attorney general through legal research,
7 interviews, and analyses of her employment files and related records; (2) evaluating all of Plaintiff's
8 potential predicate claims for PAGA civil penalties; (3) researching similar wage and hour actions as to
9 the claims brought, the nature of the positions, and the type of employer; (4) analyzing each of the
10 Defendant's employment policies and practices; (5) researching settlements in similar cases as well as
11 outstanding issues which could affect settlement approval; (6) analyzing time and payroll records to
12 determine Defendant's potential liability for each claim for purposes of settlement; (7) preparing for
13 mediation and drafting the mediation brief; and (8) participating in the mediation. The extensive document
14 and data exchanges have allowed ALG to fully assess the nature and magnitude of the PAGA claims being
15 settled, as well as the impediments to recovery, to allow for an independent assessment of the
16 reasonableness of the terms to which the Parties have agreed.

17 33. Since the inception of this case when we took this case on a contingency basis, advancing
18 all litigation costs and expenses, ALG has worked diligently to investigate and evaluate the claims at issue.
19 To that effect, as of the date of filing this Motion, ALG will have spent more than 128.2 hours on this
20 matter. A true and correct copy of the ALG hourly billing record is attached hereto as Exhibit "3." We
21 expect ALG to incur additional hours in finalizing this settlement, including attending and preparing for
22 the hearing and overseeing the distribution of funds to aggrieved employees. Thus, multiplying ALG's
23 hourly rates by hours billed to the litigation to date (not including anticipated additional work on this case,
24 such as supervising the administration of the settlement) yields a lodestar of \$88,330.00, *with no*
25 *multiplier*—which is \$25,055.00 **more** than is being requested by this Motion.

26 34. In taking this matter on, the time span of litigation and negotiation required to resolve this
27 case has prevented ALG from pursuing other work, particularly when faced with investigating the claims
28 in detail, preparing reasonable liability analyses, and actively participating in mediation. Additional work

1 was available that ALG had to forego to devote the time necessary to pursue this litigation.

2 35. Plaintiff was advised of the fee arrangement and agreed upon it in the written Settlement
3 Agreement.

4 36. Plaintiff's Counsel received this case by referral from another attorney. Plaintiff intends to
5 pay the attorney a referral fee of \$11,650.00 (20% of the requested fees) out of its fee award. The referral
6 fee will only be paid from awarded fees and will not be deducted from any other amount in the settlement.
7 Plaintiff was given notice, and approved in writing, of this fee splitting.

8 **PAGA CASE MANAGEMENT ORDER NO. 1—SECTION 5**

9 37. On July 30, 2020, Plaintiff submitted a Demand for Arbitration against Defendant setting
10 forth claims for: (1) pregnancy/sex discrimination in violation of the California Fair Employment and
11 Housing Act ("FEHA"); (2) harassment in violation of FEHA; (3) retaliation in violation of FEHA; (4)
12 failure to accommodate and failure to engage in the interactive process in violation of FEHA; (5) failure
13 to prevent discrimination, harassment and retaliation in violation of FEHA; (6) wrongful termination in
14 violation of public policy; (7) defamation; (8) failure to pay wages; (9) failure to timely pay wages; and
15 (10) failure to provide accurate itemized wage statements. Plaintiff and Defendant resolved all these
16 claims by way of a Confidential Settlement Agreement and General Release at mediation contingent upon
17 the approval of this settlement.

18 **PAGA CASE MANAGEMENT ORDER NO. 1—SECTION 11**

19 38. Section V(C)(6) of the Settlement Agreement provides that any aggrieved employee who
20 does not cash their penalty check will have it escheat to the California State Controller's Office—
21 Unclaimed Property Division. See Exhibit 1.

22 I declare the foregoing is true and correct to the best of my knowledge under penalty of perjury
23 under the laws of the United States of America and the State of California.

24 On this 2nd day of December 2021 in Newport Beach, California.

25 

26 _____
27 Cynthia S. Sandoval
28

EXHIBIT 1

Matthew S. D'Abusco (SBN 251116)
 Cynthia S. Sandoval (SBN 191390)
 ARES LAW GROUP, P.C.
 23 Corporate Plaza Drive, Suite 150
 Newport Beach, California 92660
 Telephone: (949) 629-2519
 Email: matt@areslawgroup.com
 Email: cynthia@areslawgroup.com

Attorneys for Plaintiff
 AMBER BARRETT

Timothy B. Del Castillo (SBN 277296)
 Lisa L. Bradner (SBN 197952)
 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, P.C.
 2999 Douglas Boulevard, Suite 180
 Roseville, California 95661
 Telephone: (916) 245-0122
 Email: tdc@castleemploymentlaw.com
 Email: lb@castleemploymentlaw.com

Attorneys for Defendant
 SIERRA PACIFIC MORTGAGE COMPANY,
 INC.

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

AMBER BARRETT, as an aggrieved employee
 pursuant to the Private Attorneys General Act
 ("PAGA"),
 PLAINTIFF,
 vs.
 SIERRA PACIFIC MORTGAGE CO., INC., a
 California Corporation, SIERRA PACIFIC
 MORTGAGE, INC., a California Corporation, and
 DOES 1 through 20,
 DEFENDANTS.

) Case No: CVRI2000156

) **SETTLEMENT AGREEMENT AND**
) **RELEASE OF PAGA CLAIMS**

) Complaint Filed: November 10, 2020
) Trial Date: None

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Amber Barrett ("Plaintiff"), on behalf of other aggrieved employees, and Defendant Sierra Pacific Mortgage Company, Inc. ("Defendant") hereby enter into this Settlement Agreement and Release of PAGA Claims ("Settlement Agreement").

I. DEFINITIONS

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

A. "Action" shall mean the civil action entitled "*Amber Barrett, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA") v. Sierra Pacific Mortgage Co., Inc., Sierra Pacific Mortgage, Inc. and DOES 1 through 20,*" filed in the Superior Court of the State of California for the County of Riverside on November 10, 2020, designated as Case No. CVRI2000156.

B. "Plaintiff" shall mean Amber Barrett.

C. "Plaintiff's Counsel" shall mean Ares Law Group, P.C.

D. "Defendant" shall mean Sierra Pacific Mortgage Company, Inc.

E. "Defense Counsel" shall mean the law firm of Castle Law: California Employment Counsel, P.C.

F. "Effective Date" shall mean the date upon which approval of the Settlement Agreement is granted by the Superior Court of California for the County of Riverside, or other court assuming jurisdiction of this matter.

G. "PAGA Employees" shall mean non-exempt, hourly employees who were employed by Defendant within the State of California and who at any time during the PAGA Period had at least one pay period in which they worked overtime and accrued a meal period penalty.

H. "PAGA Period" shall mean the period from November 10, 2019 through the date of the Order approving the settlement.

II. RECITALS

A. On November 10, 2020, Plaintiff filed a Complaint under the California Private Attorneys General Act ("PAGA") in Riverside County Superior Court, Case No. CVRI2000156. Prior to filing the Complaint, Plaintiff provided the requisite notice to the California Labor and Workforce Development Agency ("LWDA"). The Complaint sought penalties under California Labor Code § 2698

1 *et seq.* for the alleged violation of California Labor Code sections 201, 203, 226, 226.3, 226.7, 510, 512,
2 1194, 1197, and 2699. Defendant filed an Answer to the Complaint on January 13, 2021.

3 B. The Parties engaged in an all-day mediation, which took place on June 11, 2021, before
4 the Honorable Francisco Firmat (*Ret.*), a retired Orange County Superior Court Judge and a notable and
5 experienced mediator in employment law matters, particularly complex wage and hour cases. The
6 Parties engaged in informal discovery prior to the mediation, which included an exchange of documents,
7 including a sample of time records and pay records for the PAGA Employees, written policies, and other
8 relevant documents. The Parties also engaged in discussions throughout the course of litigation
9 regarding the factual and legal merits of Plaintiff's claims and Defendant's defenses. The Parties
10 engaged in extensive settlement negotiations at the mediation, which involved substantive offers and
11 counteroffers between the Parties as well as further exchange of information. Ultimately, negotiations
12 resulted in this Settlement Agreement.

13 C. Counsel for all Parties have thoroughly investigated the facts relating to the claims
14 alleged in the Complaint and have made a thorough study of the legal principles applicable to the claims
15 asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's
16 Counsel has concluded that the settlement described in this Settlement Agreement is fair, reasonable,
17 and adequate in light of all known facts and circumstances, including the defenses asserted by
18 Defendant, potential adverse findings regarding liability, potential recovery issues, and numerous
19 potential appellate issues.

20 D. Defendant denies, and continues to deny, each and every claim and contention alleged in
21 the Action and have always maintained that they never engaged in any unlawful acts regarding any of
22 the matters alleged in the Action.

23 E. Neither this Settlement Agreement, nor any document referred to or contemplated herein,
24 nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used as,
25 an admission, concession, or indication by or against Plaintiff or Defendant regarding any unlawful
26 conduct, fault, wrongdoing or liability whatsoever. Neither this Settlement Agreement, nor any
27 document referred to or contemplated herein, nor any action taken to carry out this Settlement
28 Agreement may impose any non-monetary liability or monetary liability on Defendant.

1 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
2 forth, the Parties agree as follows:

3 **III. NON-ADMISSION OF LIABILITY**

4 A. Based on the factual and legal issues involved, the expense and time necessary to
5 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty
6 of proof necessary to establish a liability against Defendant on behalf of the PAGA Employees, and the
7 relative benefits to the PAGA Employees of an expeditious resolution to the Action, Plaintiff and
8 Defendant have concluded that the terms set forth in this Settlement Agreement are fair, reasonable,
9 adequate, in the best interests of the PAGA Employees, and reflect their good faith compromise of the
10 claims raised in this action.

11 B. By entering into this Settlement Agreement, Defendant denies any liability for any of the
12 claims in the Action. Defendant specifically denies that it has engaged in any unlawful or wrongful
13 conduct against Plaintiff or the PAGA Employees. No action or document, including this Settlement
14 Agreement, shall constitute any admission on behalf of Defendant of any form of liability or the
15 accuracy of any allegation made by Plaintiff or Plaintiff's counsel.

16 C. If this Settlement Agreement does not receive approval by the Court, Plaintiff and
17 Defendant are prepared to resume litigation.

18 **IV. TERMS OF THE PAGA SETTLEMENT**

19 **A. The Total Settlement Payment.**

20 Defendant shall make a settlement payment in a total amount not to exceed ONE HUNDRED
21 SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00) (the "Total Settlement Payment") in
22 settlement. The Total Settlement Payment shall include attorneys' fees, costs and expenses (both those
23 incurred to date and those to be incurred), the third-party administrator's fees and expenses, any
24 enhancement award to Plaintiff, the amounts paid to all PAGA Employees, and payment to the LWDA.

25 **B. Plaintiff's Counsel Attorneys' Fees and Costs.**

26 1. Plaintiff's Counsel will apply to the Court for, and Defendant supports an award
27 of, attorneys' fees equal to thirty-three and one-third percent (33.33%) of the Total Settlement Payment
28 and actual costs incurred by Plaintiff's Counsel (not to exceed \$10,000.00) (both fees and costs are

collectively referred to herein as “Plaintiff’s Counsel Payment”). Plaintiff’s Counsel will be responsible for submitting all documents required by the Court to support the request for Plaintiff’s Counsel Payment.

2. Plaintiff’s Counsel’s shall submit with the Motion for Approval of Settlement information supporting its request for actual litigation costs.

3. Defendant supports and will not oppose or object to Plaintiff’s Counsel’s application for attorneys’ fees, not to exceed thirty-three and one-third percent (33.33%) of the Total Settlement Payment, plus all documented and reasonable litigation costs and expenses, which must be approved by the Court.

4. Plaintiff’s Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall revert to the PAGA Fund.

C. Enhancement Award To PAGA Representative.

1. Subject to Court approval, Defendant agrees Plaintiff shall be eligible for an enhancement award in the amount of Five Thousand Dollars (\$5,000.00), to be paid from the Total Settlement Payment, as an enhancement for her service as the PAGA representative, in addition to any payment she may otherwise receive as a PAGA Employee (“Enhancement Award”).

2. Defendant will not oppose Plaintiff’s request for the Enhancement Award. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested Enhancement Award is not a basis for rendering the entire Settlement Agreement voidable or unenforceable. Any reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

D. Settlement Administration Fees And Costs.

1. The Parties agree that the fees and costs associated with administration of the settlement of this Action shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of a third party settlement administrator to be agreed upon by the Parties (“the Settlement Administrator”) to implement and complete the settlement process according to the terms of this Settlement Agreement, to calculate

1 payments to individual PAGA Employees, any cost associated with the escheatment process for any
2 uncashed or undeliverable settlement checks, and to prepare any necessary tax documents.

3 2. The Settlement Administrator's fees and costs shall be paid from the Total
4 Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA
5 Fund.

6 **E. PAGA Fund.**

7 1. After deducting the Plaintiff's Counsel Payment, the Settlement Administrator's
8 fees and costs, and any court-approved Enhancement Award, the remainder of the Total Settlement
9 Payment shall be allocated toward payment to the LWDA and PAGA Employees ("PAGA Fund").

10 2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA under
11 California Labor Code Section 2699(i) for penalties and twenty-five percent (25%) of the PAGA Fund
12 will be allocated among the PAGA Employees based on his or her proportionate share of the pay periods
13 worked during the PAGA Period.

14 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

15 **A. Deposit Of Total Settlement Payment.**

16 Within thirty (30) calendar days after the Effective Date or as otherwise directed by the Court,
17 Defendant shall deposit with the Settlement Administrator the Total Settlement Payment.

18 **B. Formula For Calculating Payments to PAGA Employees.**

19 The portion of the PAGA Fund that is paid to each PAGA Employee shall be determined based
20 on the following formula:

21 1. The payment to PAGA Employees will be based on the number of pay periods
22 each PAGA Employee worked overtime and accrued a meal period penalty during the PAGA Period,
23 which will exclude leaves of absence, any other absences, vacation, and any workweeks when a PAGA
24 Employee did not perform any work. Partial weeks will be counted as full workweeks.

25 2. The amount to be paid per week worked by a PAGA Employee will be calculated
26 by dividing the value of the portion of the PAGA Fund that will be paid to the PAGA Employees by the
27 total number of pay periods worked by all PAGA Employees during the PAGA Period.

28 3. Defendant shall provide true and accurate records of the information necessary to

1 calculate payments to the PAGA employees within thirty (30) days after the Effective Date. Defendant
2 will provide these records to the Settlement Administrator on a confidential basis and they will not be
3 provided to Plaintiff or Plaintiff's Counsel.

4 **C. Notice and Distribution Of PAGA Fund.**

5 1. Defendant shall provide the Settlement Administrator with a list of the names and
6 addresses of the PAGA Employees, to be furnished within fifteen (15) calendar days after the Effective
7 Date. This contact information is being provided confidentially to the Settlement Administrator only,
8 and the Settlement Administrator shall treat the information as private and confidential and take all
9 necessary precautions to maintain the confidentiality of contact information of the PAGA Employees.
10 This information is to be used only to carry out the Settlement Administrator's duties as specified in this
11 Settlement Agreement.

12 2. Within ten (10) days after Defendant deposits payment of the Total Settlement
13 Payment, the Settlement Administrator shall make payment of Plaintiff's Counsel's Payment, the
14 Enhancement Award, and Settlement Administration Costs, and shall pay to the LWDA an amount
15 equivalent to seventy-five percent (75%) of the PAGA Fund as referenced in Paragraph IV(E)(2), or as
16 otherwise directed by the Court, and distribute to the PAGA Employees an amount equivalent to twenty-
17 five percent (25%) of the PAGA Fund as referenced in Paragraph IV(E)(2)(the "Individual Payment")
18 along with a notice, in the form attached hereto as **Exhibit A** (the "Notice").

19 3. The Settlement Administrator will send the Individual Payment and Notice to the
20 PAGA Employees by postmarked First Class U.S. Mail.

21 4. To provide the best notice practicable, any Individual Payment and Notice
22 returned to the Settlement Administrator as non-delivered shall be sent by post-marked First-Class U.S.
23 Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an
24 Individual Payment and Notice that is returned as non-deliverable, the Settlement Administrator shall
25 use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the
26 Settlement Administrator or other mutually agreeable method to locate PAGA Employees and will then
27 mail the Individual Payment and Notice to the address identified by the best available technology
28 accessible to the Settlement Administrator or other mutually agreeable method. If no current address is

located, the Individual Payment and Notice for that individual will be deemed undeliverable. If any PAGA Employees cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment and Notice for that individual will be deemed undeliverable.

5. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment and Notice to the PAGA Employees, the postmark date of any subsequent mailing to any PAGA Employees, and a list of PAGA Employees who did not receive the Individual Payment and Notice 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.

6. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and escheat to the State of California State Controller's Office, Unclaimed Property Division in the PAGA Employee's name. Plaintiff's Counsel received written confirmation that the Unclaimed Property Division is currently accepting such unclaimed property.

7. No later than January 31 of the year following payment of the Individual Payments, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Employees who received a payment.

D. Plaintiff's Counsel Payment.

Plaintiff's Counsel Payment and payment for reasonable litigation costs awarded by the Court shall be distributed in full by the Settlement Administrator to Plaintiff's Counsel within ten (10) days of the Settlement's Administrator's receipt of the deposit of The Total Settlement Payment.

E. Enhancement Award Payment.

The Settlement Administrator will send any Enhancement Award approved by the Court to Plaintiff's Counsel in a check made payable Amber Barrett within ten (10) days of the Settlement's Administrator's receipt of the Total Settlement Payment.

F. Settlement Administration Payment.

Ten (10) days after Defendant deposits the Total Settlement Payment, the Settlement Administrator shall deduct an amount equivalent to the budget for all costs, fees, and expenses to

administer the settlement.

For ease of reference, the agreed upon time for payment and distribution is provided as follows:

Timing	Funding	Distribution
30 days after Effective Date	Deposit of the Total Settlement Payment.	
10 days after deposit of the Total Settlement Payment		- Award of Attorneys' Fees - Award of Costs - Enhancement Award - Settlement Administration Costs The remainder of the fund after distribution of the above from the Total Settlement Payment shall be distributed as follows: 75% will be sent to the LWDA 25% will be allocated among the PAGA Employees

VI. CLAIMS RELEASED BY PLAINTIFF AND EFFECT OF SETTLEMENT

A. Claims Released By The LWDA And Plaintiff.

Upon the Effective Date, Plaintiff on behalf of herself and the State of California only, releases all claims and statutory penalties against Defendant Sierra Pacific Mortgage Company, Inc. ("Released Party") that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing January 23, 2020 letter to the LWDA ("Released Claims"). Plaintiff does not release any aggrieved employee's claim for wages or damages.

This Release is subject to the Court's approval of the terms of the Settlement Agreement and the judgment of the Court approving this settlement becoming Final. If the Settlement Agreement is not approved or does not become Final, this Release will not be valid.

B. Tax Treatment And Tax Indemnification.

PAGA Employees will assume any tax obligations or consequences, which may arise from the payments they receive under this Settlement Agreement. PAGA Employees release any and all claims

that they have or may have against Defendant and any Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Agreement. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Employee for their individual share of taxes related to any payments made under this Agreement, each PAGA Employee shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Employee's share of any state or federal tax obligation related to any payments made under this Agreement. If a PAGA Employee has questions about any liability to any state or federal taxing authority, they may contact the Settlement Administrator. The PAGA Employees shall not contact Defendant, any of the Released Parties, or Defendant's Counsel.

VII. PROCESS FOR SEEKING COURT APPROVAL.

Plaintiff's Counsel will timely prepare and file a Motion for Approval of the settlement, which they shall provide to counsel for the Defendant before filing in order to provide Defendant an opportunity to review and comment. Defendant will not oppose the Motion for Approval of the settlement, but if the Parties are unable to reach agreement on language in the Motion for Approval of the settlement, Defendant shall be permitted to submit supplemental briefing to the Court.

VIII. MISCELLANEOUS PROVISIONS.

A. Voiding The Settlement.

A failure of the Court to approve any material condition of this Settlement Agreement shall render the entire Settlement Agreement voidable and unenforceable as to Plaintiff and Defendant, at the option of either party. In the event and only in the event of a failure of the Court to approve any material condition of this Settlement Agreement, each party may exercise its option to void this Settlement Agreement as provided above by giving notice, in writing, to the other, and to the Court within five (5) days after the Order granting approval of the Settlement Agreement has been received by the party seeking to void the settlement.

B. Mutual Full Cooperation.

Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution

of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement Agreement.

C. Parties' Authority.

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement.

D. Consultation with Counsel.

Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement, that they have consulted with their counsel with respect to this Settlement Agreement, and that they are voluntarily entering into this Settlement Agreement.

E. Binding Nature of The Settlement.

1. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Claims Released in this Settlement Agreement.

2. This Settlement Agreement may be amended or modified only by a written instrument signed by Plaintiff's Counsel and Plaintiff, as well as Defendant's Counsel and Defendant. No rights under this Settlement Agreement may be waived except in writing.

3. This Settlement Agreement and any attached Exhibits constitute the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this

1 Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is intended to
2 be contractual and not merely a recital.

3 **F. Joint Drafting of Settlement Documents.**

4 1. Plaintiff's Counsel and Defendant's Counsel have arrived at this settlement as a
5 result of a series of arm's-length negotiations, taking into account all relevant factors, present and
6 potential.

7 2. This Settlement Agreement has been drafted jointly by Plaintiff's Counsel and
8 Defendant's Counsel and, therefore, in any construction or interpretation of this Settlement Agreement,
9 the same shall not be construed against any of the Parties.

10 3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to
11 them by Defendant shall be used for any purpose other than the settlement of this Action. Specifically,
12 none of the documents provided shall be used to pursue any subsequent claims or litigation against
13 Defendant or the Released Parties.

14 **G. Execution of The Settlement Agreement.**

15 This Settlement Agreement may be executed in one or more counterparts, by electronic
16 signature, and by facsimile. All executed copies of this Settlement Agreement and photocopies thereof
17 shall have the same force and effect and shall be as legally binding and enforceable as the original.

18 **H. Continuing Jurisdiction Of The Court.**

19 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court
20 shall retain jurisdiction over the Parties, and over this settlement, in order to: (i) monitor and enforce
21 compliance of the Settlement Agreement, and/or (ii) resolve any disputes over this settlement or the
22 administration of the benefits of this settlement.

23
24 **AGREED TO BY PLAINTIFF:**

25 DATED: 11/30/2021

26 **AMBER BARRETT**

27 By: 
28

AGREED TO BY DEFENDANT:

DATED: Nov 30, 2021

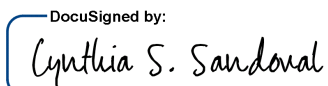
**SIERRA PACIFIC MORTGAGE COMPANY,
INC.**

By: 
Curtis Dair (Nov 30, 2021 12:42 PST)
Curtis Dair, Chief Financial Officer

AGREED TO BY PLAINTIFF'S COUNSEL:

DATE: 11/30/2021

ARES LAW GROUP, P.C.

By: 
DocuSigned by:
Cynthia S. Sandoval
Matt D'Abusco
Cynthia S. Sandoval
Attorneys for Plaintiff
AMBER BARRETT

AGREED TO BY DEFENDANT'S COUNSEL:

DATE: 11/30/2021

**CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, PC**

By: 
Timothy Del Castillo
Lisa L. Bradner
Attorneys for Defendant
SIERRA PACIFIC MORTGAGE COMPANY,
INC.

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Revised Barrett PAGA SA PDF 11302021[9] copy

Final Audit Report

2021-11-30

Created:	2021-11-30
By:	Timothy Del Castillo (tdc@castleemploymentlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsbj0JwcEWRT1MrjOKo1IKTtdRfMoZV9n

"Revised Barrett PAGA SA PDF 11302021[9] copy" History

 Document created by Timothy Del Castillo (tdc@castleemploymentlaw.com)

2021-11-30 - 8:32:16 PM GMT- IP address: 66.60.176.162

 Document emailed to Curtis Dair (curtis.dair@spmc.com) for signature

2021-11-30 - 8:33:03 PM GMT

 Email viewed by Curtis Dair (curtis.dair@spmc.com)

2021-11-30 - 8:42:15 PM GMT- IP address: 76.219.245.6

 Document e-signed by Curtis Dair (curtis.dair@spmc.com)

Signature Date: 2021-11-30 - 8:42:37 PM GMT - Time Source: server- IP address: 76.219.245.6

 Agreement completed.

2021-11-30 - 8:42:37 PM GMT

EXHIBIT 2

EXHIBIT 3

ARES

Law Group

23 Corporate Plaza
Suite 150
Newport Beach, California 92660
(949) 629-2519

PRIVILEGED AND CONFIDENTIAL

ATTORNEY/CLIENT PRIVILEGE

ATTORNEY WORK PRODUCT

AMBER BARRETT V. SIERRA PACIFIC MORTGAGE, INC., ET AL

Riverside County Superior Court Case No. CVRI2000156

Case Filed: November 10, 2020

Case Status: **Open**

Case Type: PAGAs Enforcement Action

Time Keeper(s): CSS/MSD

Time Period: June 16, 2020 to November 30, 2021

Date	Attorney	Description	Time Spent
June 16, 2020	CSS	Initial Client Intake	1.00
June 16, 2020	CSS	Review Initial Documents from Client	0.7
June 17, 2020	CSS	Call w/ Client Re Additional Intake Information	0.7
June 17, 2020	CSS	Review Documents from Client	0.5
June 17, 2020	CSS	Prepare Demand Letter and Records Request	2.0
June 17, 2020	CSS	Prepare Records Authorization	0.3
June 17, 2020	CSS	Communicate w/ Client Re Demand Letter	0.3
June 18, 2020	CSS	Communicate w/ Client Re Records Request	0.3
June 18, 2020	CSS	Revise Records Authorization After Additional Client Information	0.2
June 18, 2020	MSD	Revise Demand Letter	0.5
June 18, 2020	CSS	Communicate w/ Client Re Demand Letter	0.5
June 18, 2020	CSS	Communicate w/ Client Re Revised Records Authorization	0.2
June 22, 2020	CSS	Review Correspondence from Opposing Counsel Re Demand Letter and Records Request	0.2
June 26, 2020	CSS	Communicate w/ Client Re Case Status and Developments	0.2
July 2, 2020	CSS	Analyze Client Records Provided by Defendant	2.0
July 2, 2020	CSS	Communicate w/ Client Re Records Provided by Defendant	0.3

Date	Attorney	Description	Time Spent
July 13, 2020	CSS	Research Production Bonus Overtime Compensation Re Client Payroll Records	3.2
July 13, 2020	CSS	Strategize w/ MSD Re Production Bonus Overtime Compensation Issue	0.7
July 13, 2020	MSD	Strategize w/ CSS Re Production Bonus Overtime Compensation Issue and PAGA Claim	0.7
July 18, 2020	CSS	Further Communication w/ Client Re Production Bonus and Payroll Records	0.4
July 22, 2020	MSD	Prepare Letter to LWDA Re PAGA Claim	3.0
July 22, 2020	CSS	Analyze Payroll Calculations Including Production Bonus	0.7
July 22, 2020	CSS	Strategize w/ MSD Re Scope of PAGA Letter	0.5
July 22, 2020	MSD	Strategize w/ CSS Re Scope of PAGA Letter	0.5
July 22, 2020	CSS	Communicate w/ Client Re PAGA Letter	0.2
July 23, 2020	CSS	Revise PAGA Letter	0.4
July 23, 2020	MSD	Submit PAGA Letter to LWDA	0.5
August 3, 2020	CSS	Review Letter from Opposing Counsel Re Defendant's Defenses to Potential Legal Claims	0.5
August 3, 2020	CSS	Communicate w/ Client Re Letter from Opposing Counsel Re Defendant's Defenses to Potential Legal Claims	0.6
August 11, 2020	CSS	Communicate w/ Client Re Further Litigation Strategy	0.5
August 28, 2020	CSS	Amend Letter to LWDA Re PAGA Claim	0.8
August 28, 2020	MSD	Revise PAGA Letter	0.3
September 4, 2020	CSS	Communicate w/ Client Re Case Status and Assignment of New Opposing Counsel	0.7
November 5, 2020	CSS	Communicate w/ Client Re Case Status and Complaint Preparation	0.5
November 6, 2020	CSS	Prepare Complaint	2.5
November 6, 2020	MSD	Revise Complaint	0.4
November 7, 2020	CSS	Correspondence Client Re Complaint	0.3
November 10, 2020	CSS	Prepare Summons	0.3
November 10, 2020	CSS	Prepare Civil Case Cover Sheet	0.4
November 10, 2020	CSS	Finalize and File Complaint	0.5
November 25, 2020	CSS	Correspondence w/ Opposing Counsel Re Notice of Acknowledgement and Complaint	0.4
January 13, 2021	CSS	Prepare Joint Statement of Case Re Status Conference	0.7
January 15, 2021	CSS	Analyze Defendant's Answer to Complaint	0.6

Date	Attorney	Description	Time Spent
January 15, 2021	CSS	Communicate w/ Opposing Counsel Re Joint Statement of Case Re Status Conference	0.3
January 18, 2021	CSS	Finalize Joint Statement of Case Re Status Conference	0.4
January 18, 2021	CSS	Strategize w/ MSD Re Informal Data Exchange Re Mediation	0.5
January 18, 2021	MSD	Strategize w/ CSS Re Informal Mediation Data Exchange	0.5
January 19, 2021	MSD	Prepare Form Interrogatories—General (Set One) to Defendant	0.4
January 19, 2021	MSD	Prepare Special Interrogatories (Set One)	0.4
January 19, 2021	MSD	Prepare Requests for Production of Documents (Set One) to Defendant	1.5
January 19, 2021	CSS	Correspondence w/ Opposing Counsel Re Wage and Hour Issues	1.5
January 20, 2021	CSS	Correspondence w/ Opposing Counsel Re Mediation	0.3
January 22, 2021	CSS	Correspondence w/ Opposing Counsel Re Stay of PAGA Claim Pending Arbitration	1.0
January 22, 2021	CSS	Correspondence w/ Client Re Mediation	0.2
January 28, 2021	CSS	Correspondence w/ Client Re Case Status and Mediation	0.3
February 11, 2021	CSS	Communicate w/ Opposing Counsel Re Notice of PAGA Case Management Order #1 and Notice of Filing Proof of Service	0.2
February 11, 2021	CSS	Prepare Notice of PAGA Case Management Order #1 and Notice of Filing Proof of Service	0.4
February 11, 2021	CSS	Prepare Notice of Filing of Proof of Service	0.3
February 16, 2021	CSS	Communicate w/ Opposing Counsel Re Statistical Data About Aggrieved Employees	0.2
February 26, 2021	MSD	Review Potential PAGA Mediators	0.8
March 12, 2021	CSS	Correspondence w/ Opposing Counsel Re Mediation	0.2
March 15, 2021	CSS	Correspondence w/ Opposing Counsel Re Mediation	0.3
March 16, 2021	CSS	Correspondence w/ Opposing Counsel Re Mediation	0.1
March 19, 2021	CSS	Correspondence w/ Opposing Counsel Re Mediation and Informal Data Exchange	0.3
March 22, 2021	CSS	Correspondence w/ Opposing Counsel Re Mediation	0.2
March 22, 2021	CSS	Review Order from Court Re OSC Re Sanctions	0.2
April 7, 2021	CSS	Review Local Rules Re OSC Re Sanctions	0.8
April 12, 2021	CSS	Call w/ Opposing Counsel Re Joint Report	1.0
April 14, 2021	CSS	Review and Revise Joint Statement Prepared by Opposing Counsel	0.5
April 22, 2021	MSD	Prepare Declaration Re OSC Re Sanctions	1.0
April 27, 2021	CSS	Review Declaration from Opposing Counsel Re OSC Re Sanctions	0.2

Date	Attorney	Description	Time Spent
May 11, 2021	CSS	Communicate w/ Court Re OSC Re Sanctions	0.3
May 18, 2021	CSS	Analyze Mediation Data	4.2
May 18, 2021	MSD	Analyze Mediation Data	5.0
May 19, 2021	CSS	Analyze Mediation Data	4.1
May 20, 2021	MSD	Analyze Mediation Data	4.0
May 21, 2021	CSS	Correspondence w/ Opposing Counsel Re Additional Mediation Data	0.3
May 27, 2021	MSD	Prepare Mediation Brief	5.7
May 28, 2021	MSD	Prepare PAGA Damages Analysis	2.1
May 31, 2021	CSS	Analyze Proposed Confidentiality Agreement	0.5
June 1, 2021	CSS	Revise Mediation Brief	1.3
June 1, 2021	CSS	Revise and Execute Confidentiality Agreement	0.5
June 2, 2021	MSD	Revise Mediation Brief	0.4
June 2, 2021	CSS	Communicate w/ Client Re Mediation Brief	0.3
June 3, 2021	MSD	Analyze Supplemental Mediation Data	5.0
June 4, 2021	MSD	Analyze Supplemental Mediation Data	3.5
June 4, 2021	CSS	Analyze Supplemental Mediation Data	4.3
June 11, 2021	MSD	Attend Mediation	7.0
June 11, 2021	CSS	Attend Mediation	7.0
June 14, 2021	MSD	Prepare PAGA Settlement Agreement	2.5
June 15, 2021	CSS	Revise PAGA Settlement Agreement	1.0
June 17, 2021	MSD	Prepare Notice of Motion for Approval of PAGA Settlement	0.4
June 17, 2021	MSD	Prepare Memorandum of Points and Authorities in Support of Motion for Approval of PAGA Settlement	7.5
June 18, 2021	MSD	Prepare Declaration of MSD in Support of Motion for Approval of PAGA Settlement	2.0
June 18, 2021	CSS	Prepare Declaration in Support of Motion for Approval of PAGA Settlement	2.7
June 18, 2021	MSD	Prepare [Proposed] Judgment	0.5
July 14, 2021	CSS	Review Court Order Continuing Status Conference	0.1
July 27, 2021	CSS	Review Court Order Re Rejection of Motion for Approval and Communicate w/ Opposing Counsel Re the Same	0.3
July 28, 2021	CSS	Review Motion for Approval	0.5
October 1, 2021	CSS	Prepare Status Conference Joint Report	0.4
October 12, 2021	CSS	Review Court Order Continuing Status Conference	0.1
October 13, 2021	CSS	Review Court Order Denying Motion for Approval	0.3
October 20, 2021	CSS	Communicate w/ Opposing Counsel Re Denial of Motion for Approval	0.4
October 20, 2021	CSS	Communicate w/ Client Re Approval Motion	0.2
November 10, 2021	CSS	Communicate w/ Opposing Counsel Re Revisions to Motion for Approval	0.2
November 16, 2021	CSS	Prepare Ex Parte Application to Revise Defendant Names	2.0

Date	Attorney	Description	Time Spent
November 16, 2021	CSS	Prepare Notice to Opposing Counsel Re Ex Parte Application	0.3
November 17, 2021	CSS	Review Court Order Denying Ex Parte Application	0.1
November 18, 2021	CSS	Prepare Stipulation to Revise Defendant Names	0.4
November 29, 2021	CSS	Revise PAGA Settlement Agreement	0.5
November 29, 2021	MSD	Revise Memorandum of Points and Authorities in Support of PAGA Motion for Approval	3.0
November 30, 2021	MSD	Revise Declaration of Matthew S. D'Abusco in Support of PAGA Motion for Approval	1.0
November 30, 2021	CSS	Revise Declaration of Amber Barrett in Support of PAGA Motion for Approval	0.5
November 30, 2021	CSS	Revise Declaration of Cynthia S. Sandoval in Support of PAGA Motion for Approval	1.1
		TOTAL	128.2