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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SAN DIEGO-CENTRAL DIVISION

16 CHARLES CRAFT, an individual in
17 his representative capacity on behalf of
18 all Aggrieved Employees,

19 Plaintiffs,

20 v.

21 UAG ESCONDIDO M1, Inc., *et al.*,
22 and DOES 1 through 50,

23 Defendants.

) Case No.: 37-2021-00000982-CU-OE-
) CTL

) **NOTICE OF MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT**

) Hearing Date: April 1, 20222

) Time: 9:00 a.m.

) Dept.: 75

) Judge: Hon. Judge Mangione

) **[[Prop.] Order, Not. of Mot., MPA,**
) **Dec. of Ian Pancer, Dec. of Thomas**
) **Rutledge, and Dec. of Taylor Mitzner**
) **on behalf of Settlement Administrator**
) **filed concurrently herewith]**

1 PLEASE TAKE NOTICE that on **April 1, 2022 at 10:00 a.m.**, before the
2 Honorable Judge Mangione in Courtroom C-75 of the Superior Court of California,
3 County of San Diego, 330 West Broadway, San Diego, California 92101, Plaintiff
4 Charles Craft, on behalf of himself and others (the “Plaintiffs”), will move and hereby do
5 move for an order seeking final approval of Class Settlement. This Motion is unopposed
6 and based on the Class Action Settlement Agreement attached as Exhibit 1 to the
7 accompanying Declaration of Ian Pancer.

8 This Motion is based on this Notice of Motion, the Memorandum of Points and
9 Authorities, the Declarations of Thomas D. Rutledge, Ian Pancer, and the Settlement
10 Administrator (Declaration of Taylor Mitzner), and attached exhibits, filed herewith and
11 on the argument of counsel and upon such other material contained in the file and
12 pleadings of this action.

13
14 Dated: March 9, 2022

The Law Office of
Ian Pancer

15
16 By: /s/ Ian Pancer
17 /s/Ian Pancer
18 Attorneys for Plaintiffs
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I, IAN PANCER, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 105 West F St. #400, San Diego, California 92101.

DECLARATION OF IAN PANCER ISO PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

☒ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for of the Court's third party e-filing vendor, onelegal, for emailing notification of e-service and for providing a download link to recipients of the e-service. This documents identified herein are being sent for download via this third-party vendor pursuant to the vendor's policies and practices.

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

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

Ian Pancer
/s/ IAN PANCER

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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16
17 COUNTY OF SAN DIEGO-CENTRAL DIVISION

18 CHARLES CRAFT, an individual in his)
19 representative capacity on behalf of all)
20 Aggrieved Employees,)

21 Plaintiffs,)

22 v.)

23 UAG ESCONDIDO M1, Inc., *et al.*, and)
24 DOES 1 through 50,)

25 Defendants.)

Case No.: 37-2021-00000982-CU-OE-CTL

**PLAINTIFFS' MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL
OF CLASS SETTLEMENT AND
ENTRY OF CONDITIONAL
JUDGMENT**

Hearing Date: April 1, 2022

Time: 10:00 a.m.

Dept.: 75

Judge: Hon. Judge Mangione

**[[Prop.] Order, Not. of Mot., and Decs.
of Thomas D. Rutledge, Ian Pancer,
and Settlement Administrator (Taylor
Mitzner) filed concurrently herewith]**

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Charles Craft, on behalf of himself and the putative Class
4 (collectively, “Plaintiffs”), respectfully submit this briefing in support of Plaintiffs’
5 unopposed Motion for Final Approval of Class Action Settlement. Plaintiffs and
6 Defendants Penske Automotive Group, Inc. and UAG Escondido MI, Inc.
7 (collectively, Defendants) have reached a full and final settlement, terms of which are
8 set forth in the Court preliminarily approved Class Action Settlement Agreement
9 (“Settlement Agreement”), a copy of which is attached as Exhibit “1” to the
10 Declaration of Ian Pancer (“Pancer Decl.”) served and filed concurrently with this
11 Motion. (Pancer Decl., ¶ 4). By this Motion, Plaintiffs seek final approval of the
12 Settlement Agreement between Plaintiffs and Defendants, and entry of Final
13 Judgement in the form submitted with this Motion.

14 The Settlement provides generous payments to the Class Members, i.e., an
15 average payment of about \$100¹ (Declaration of Taylor Mitzner on behalf of
16 Settlement Administrator (“Mitzner Decl.”), ¶¶ 23, 24). If this Honorable Court
17 finally approves the settlement, Defendants will pay \$575,000, which funds will be
18 distributed per the terms of the Settlement Agreement. (Pancer Decl., ¶ 6). This
19 settlement is a nonclaims made settlement consisting of a single class. (Pancer Decl.,
20 ¶ 7).

21 Without admitting wrongdoing, Defendants agree to pay the putative Class the
22 non-reversionary sum of \$575,000 in exchange for a release subject to Court
23 approval. (Pancer Decl., ¶ 6). This amount is inclusive of: (1) a Class Representative
24 incentive award of \$15,000 to Plaintiff Charles Craft; (2) \$20,000 to resolve
25 Plaintiffs’ Private Attorney General Act (PAGA) claim for penalties, 75% of which is
26 payable to the Labor and Workforce Development Agency (LWDA) and the
27

28 ¹ average individual settlement payment of \$97.92 plus average PAGA
payment of \$1.52.

1 remaining sum payable to the PAGA Members; (3) Settlement Administrator costs
2 not to exceed \$35,000 (actual costs of settlement administrator are \$20,000); (4)
3 putative Class Counsel's fees not to exceed 1/3 of the gross settlement (\$191,667),
4 and (5) putative Class Counsel's reasonable costs not to exceed \$15,000 (actual costs
5 are \$7,258.87 (Pancer Decl., ¶ 8; Ex. 1, Settlement Agreement, p. 11, IV.4).

6 In addition, Defendants agree to pay the employer's portion of payroll taxes on
7 settlement payments attributed as wages. (Pancer Decl., ¶ 9; Ex. 1, Settlement
8 Agreement, p. 3, II.7). Uncashed checks are payable to Hire Heroes, USA, a
9 nonprofit organization whose stated purpose is to help U.S. veterans obtain
10 employment. (Pancer Decl., ¶ 10; Ex. 1, Settlement Agreement, p. 19, VIII.4.a).

11 In total, only two Class Members opted out of the Settlement Agreement,
12 yielding a 99.4% non-exclusion rate. (Mitzner Dec., ¶ 17). No objections to the
13 Settlement were filed. (Mitzner Dec., ¶ 18). Based on these circumstances, and for the
14 reasons explained below, the settlement is fair, adequate, and reasonable for the
15 Settlement Class Members.

16 **II. FACTS AND PROCEDURAL HISTORY**

17 On November 18, 2019, after conducting significant prelitigation diligence,
18 Plaintiff Craft, via counsel, sent a letter via certified mail to the Defendants and via
19 online submission to the LWDA to exhaust administrative remedies via PAGA (Pancer
20 Decl., ¶ 11). On January 8, 2021, Plaintiff Craft filed a representative PAGA action
21 alleging various wage and hour related claims against Defendants, including unpaid
22 overtime wage, unpaid regular/minimum wage, and erroneous wage statement claims,
23 among others. (Pancer Decl., ¶ 12).

24 The parties, via counsel, engaged in series of detailed discussions regarding the
25 merits of this case, and agreed to attend private mediation with Jill Sperber, Esq.
26 (Pancer Decl. ¶ 13). To this end, Defendants agreed to provide Plaintiffs a sampling of
27 employee data, pertinent employment policy documents, and details, such as the
28 number of employees employed during the putative Class Period, information

1 concerning rates of pay, number of workweeks and pay periods, among other material
2 facts. (Pancer Decl., ¶ 14).

3 Thereafter, Defendants provided Plaintiffs with: (i) the total number of putative
4 Class members; (ii) a sampling of wage statements and timesheets for the putative
5 class; (iii) pertinent employment policy documents; (iv) the total number of workweeks
6 and pay periods nonexempt employees worked during the Class and PAGA periods;
7 (v) the total number of nonexempt employees who worked during the Class and PAGA
8 periods. (Pancer Decl., ¶ 15).

9 On April 20, 2021, the parties via Zoom attended private mediation before Ms.
10 Jill Sperber, Esquire of Judicate West. (Pancer Decl., ¶ 16). The mediation lasted all
11 day, but the parties were unable to reach an agreement on the date of mediation.
12 (Pancer Decl., ¶ 17). Instead, Ms. Sperber made a mediator's proposal, which she gave
13 the parties one week to accept. (Pancer Decl., ¶ 17). In the end, after an arm's-length
14 settlement process, the parties accepted Ms. Sperber's settlement proposal. (Pancer
15 Decl., ¶ 18).

16 Following the mediation, the parties negotiated the finer points of the settlement.
17 (Pancer Decl., ¶ 19). Ultimately, on or about September 8, 2021, a fully executed copy
18 of the settlement agreement was exchanged between the parties. (Pancer Decl., ¶ 20).
19 Also On September 8, 2021, the parties entered a stipulation to permit Plaintiff Craft to
20 file a First Amended Complaint (FAC). (Pancer Decl., ¶ 21). On September 9, 2021,
21 following entry of the Court's Order permitting the filing of the FAC, Plaintiff filed the
22 FAC, which is the operative Complaint. (Pancer Decl., ¶ 22).

23 On September 9, 2021, Plaintiffs filed a Motion for Preliminary Approval of
24 the Class Settlement. (Pancer Decl., ¶ 23). On October 1, 2021, this Court held a
25 hearing on Plaintiffs' motion, and thereafter, on October 26, 2021, entered an Order
26 granting Plaintiffs' Motion. (Pancer Decl., ¶ 24).

27 On January 14, 2022 Phoenix Settlement Administrators (hereinafter referred
28 to as the "Claim Administrator" or "Settlement Administrator") mailed notice of the

1 settlement to the Class of 3,281 eligible Class Members. (Mitzner Decl., ¶ 10). Of the
2 3,281 Notice Packets mailed, only 22 were ultimately undeliverable; skip traces were
3 conducted where necessary. (Mitzner Decl., ¶ 15). No one filed objections to the
4 Settlement. (Mitzner Decl., ¶ 18). Only two Class Members opted out of the
5 Settlement. (Mitzner Decl., ¶¶ 17.)

6 Pursuant to the terms of the Settlement Agreement, Defendants are obligated to
7 pay \$575,000. (Pancer Decl., ¶ 6). Based on the statistics provided by the Claims
8 Administrator, including a non-exclusion rate of 99.94% (Mitzner Decl., ¶ 20), it is
9 reasonable to conclude that the Class Members overwhelmingly approve the
10 settlement and that the settlement is fair and reasonable.

11 **III. SUMMARY OF THE SETTLEMENT**

12 **A. The Common Fund and its Allocation and Apportionment**

13 The net settlement fund is estimated to be \$326,074.13. (Mitzner Decl., ¶ 21).
14 The net settlement fund was determined by subtracting the requested Class Counsel
15 attorneys' fees (\$191,667.00), requested Class Counsel's costs (\$7,258.87), requested
16 Class Representative Enhancement Payment to the Named Plaintiff (\$15,000.00),
17 PAGA Penalties paid to the LWDA (\$15,000.00), and the requested Settlement
18 Administrator costs (\$20,000.00) from the Gross Settlement Amount (\$575,000.00).
19 (Mitzner Decl., ¶ 21). Employer payroll taxes. (e.g., FICA, FUTA, SUTA, ETT, etc.)
20 are the separate responsibility of Defendants. (Pancer Decl., ¶ 9, Ex. 1, Settlement
21 Agreement, p. 3, II.7.).

22 Settlement payments will be disbursed by the Settlement Administrator pursuant
23 to the Settlement Agreement. (Pancer Decl., ¶ 25, Ex. 1, Settlement Agreement, p. 4,
24 II.22).

25 In consideration for the settlement payment, Plaintiffs will release all wage and
26 hour and related claims (including claims which are reasonably related to the
27 allegations and claims asserted in this litigation) against the Named Defendants and
28 additional related entities (See Pancer Decl., ¶ 26) which are primarily automobile

dealerships. (Pancer Decl., ¶ 26, Exhibit 1, Settlement Agreement, pp. 6-7, at III.1.b).

1. Settlement Payments to Class Members

The Settlement Payment to each Class Member will be calculated based on the Class Member's pro rata share of pay periods. (Pancer Decl., ¶ 27, Ex. 1, Settlement Agreement, p. 18, VIII.1.B). Based on the net settlement fund of \$326,074.13, the average individual settlement payment will be \$97.92, with the lowest individual settlement payment being \$3.56, and the highest individual settlement payment being \$170.96. (Mitzner Decl., ¶ 24).

2. Payments to the LWDA

\$20,000 of the gross settlement will be designated as the recovery of civil penalties under PAGA. (Pancer Decl., ¶ 8, Settlement Agreement, Exhibit 1, p. 11, IV.4). Of that amount, 75% (\$15,000) will be paid to the California LWDA. (*Ibid.*) The remaining 25% (\$5,000) will constitute a portion of the net settlement amount and will be available for distribution to participating members of the Settlement Class as part of their Individual Payment Amounts, in the average amount of \$1.52. (Mitzner Decl., ¶ 23). To this end, Class Counsel has complied with all the notification requirements of the PAGA. (Pancer Decl., ¶ 30).

3. Payment of the Settlement Administrator's Costs

Upon court approval, the Settlement Administrator will pay itself \$20,000 for services it provided in connection with this case. (Mitzner Decl. ¶ 28; Ex. B to Mitzner Decl.). This sum is less than the amount permitted in the Settlement Agreement and compensates the Settlement Administrator for their services.

IV. THE SETTLEMENT MEETS ALL CRITERIA NECESSARY FOR FINAL APPROVAL

A. Standard of Review

When a proposed class-wide settlement is reached, the settlement must be submitted to the court for approval. (Cal. Rules of Court, Rules 3.760, *et seq.*) Courts take three steps during the settlement approval process:

- (1) Preliminary review and approval of the proposed settlement at an informal hearing;
- (2) Dissemination of notice of the settlement to all affected Class Members; and
- (3) Conducting a formal “fairness hearing” at which Class Members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement is presented.

This three-step settlement approval process is widely followed by federal courts and has been adopted by California courts as the method by which class action settlements are resolved. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) As demonstrated, the first two steps of the settlement approval process have been satisfied. On October 1, 2021, this Court entered an Order granting Plaintiffs’ Motion for Preliminary Approval of the Class Settlement. On January 14, 2022, the Claims Administrator disseminated notice of the settlement to all affected Class Members. The only remaining question for this court to consider is whether the settlement is a “fair and reasonable resolution of a bona fide dispute.” (Cal. Rules of Court, Rules 3.769(g); *Dunk*, supra, 48 Cal.App.4th at 1801; *Wershba*, supra, 91 Cal.App.4th at 240.) In making this determination, the Court must consider the following factors:

- (1) The existence of fraud or collusion behind the settlement;
 - (2) The complexity, risk, expense, and likely duration of the litigation;
 - (3) The stage of the proceedings and the amount of discovery completed;
 - (4) The probability of plaintiff’s success on the merits;
 - (5) The range of possible recovery and the settlement amount;
- and

(6) The opinions of the counsel, class representatives, and
absent Class Members.

(*Id.*)

When considering these factors, the Court should keep in mind the “strong presumption” in favor of finding a settlement fair. (*Kullar v. Footlocker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.) There is a presumption of fairness where: (1) settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the Court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, supra, 91 Cal.App.4th at 224; *Dunk*, supra, 48 Cal.App.4th at 1802; *Munoz v. BCI CocaCola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399 at 408-409.)

B. The Proposed Settlement is Fair, Reasonable, and Adequate

1. No Fraud or Collusion Exists Regarding This Settlement

All of Plaintiffs’ claims arise from their employment with Defendants. (FAC, ¶¶ 85-170.) Plaintiffs’ claims are based on failure to pay overtime wage, unpaid regular/minimum wage, and erroneous wage statement claims, among others. (FAC, ¶¶ 85-170.)

Although willing to mediate, Defendants have maintained all along that Defendants did nothing wrong. (Pancer Decl., ¶ 31). Conversely, Plaintiffs allege their claims have merit. Despite their sharply-disputed positions, the parties agreed to attempt to resolve this case at a mediation. No evidence exists here that Defendants have offered to pay Plaintiff anything extraordinary to the detriment of the Class. (Pancer Decl., ¶ 32). The named Plaintiff has no other claims that interfere with the Class claims. (Pancer Decl., ¶ 33). On or about November 3, 2020, before the instant case was filed, the named Plaintiff resolved certain nonwage claims against Defendants. (Pancer Decl., ¶ 34). Said claims were resolved 16 months ago, before the instant case was filed. (Pancer Decl., ¶ 34). Plaintiff has accepted no money in the

1 settlement in this case other than the funds offered in this Class settlement and the
2 enhancement award, which are subject to court approval. (Pancer Decl., ¶¶ 35.)³.

3 The parties engaged in a substantial exchange of informal discovery. (Pancer
4 Decl., ¶ 36). Before mediation, counsel for the respective parties created a meaningful
5 mediation environment. (*Ibid.*). Defendants provided Plaintiffs with statistical
6 information concerning (i) the total number of putative Class members; (ii) a sampling
7 of wage statements and timesheets for the putative class; (iii) pertinent employment
8 policy documents; (iv) the total number of workweeks and pay periods nonexempt
9 employees worked during the Class and PAGA periods; (v) the total number of
10 nonexempt employees who worked during the Class and PAGA periods. Plaintiffs'
11 Counsel reviewed the foregoing records and data and made an assessment regarding a
12 range of possible recoveries. (Pancer Decl., ¶ 37). More particularly, Defendants
13 provided Plaintiffs with a sampling of records from four of the auto dealerships
14 released in the instant settlement agreement. (Pancer Decl., ¶ 38). From the sampling
15 of records provided, together with the data concerning the total number of Class
16 Members and pay periods, Class Counsel extrapolated the range of possible recoveries
17 for the putative class. (Pancer Decl., ¶ 38). In addition, the parties held multiple
18 telephonic meetings wherein they voluntarily exchanged detailed information relating
19 to the putative Class. (Pancer Decl., ¶ 39).

20 Plaintiffs believe that a number of the claims asserted in this action have merit,
21 and the evidence developed to date lends support to some of these claims. (Pancer
22 Decl., ¶ 40). Class Counsel, however, recognizes the expense and length of continued
23 proceedings necessary to prosecute this action against Defendants on behalf of
24 Plaintiffs through trial and through appeals. (Pancer Decl., ¶ 41). As discussed further
25 below, Class Counsel have also taken into account the uncertain outcome and the risk
26

27 ³ Plaintiff's nonwage claims were resolved even before this representative action was filed,
28 and the resolution of said claims is immaterial to the instant motion, yet this information is provided
to the Court in an abundance of candor.

1 of any litigation, especially in complex actions such as this, as well as the difficulties
2 and delays inherent in such litigation. (Pancer Decl., ¶ 42). Class Counsel also are
3 mindful of the inherent problems of proof and possible defenses as to the causes of
4 action asserted in the operative Complaint, including the defenses asserted by
5 Defendants in papers filed in this action. (Pancer Decl., ¶¶ 43).

6 Before mediation, Class Counsel analyzed the data provided by Defendants.
7 (Pancer Decl., ¶ 44). From this data, Class Counsel made an assessment of the range
8 of possible recoveries. (Pancer Decl., ¶ 45). On April 20, 2021, the parties via Zoom
9 attended private mediation before Ms. Jill Sperber, Esquire of Judicate West. (Pancer
10 Decl., ¶ 46). The mediation lasted all day, but the parties were unable to reach an
11 agreement. (Pancer Decl., ¶ 47). Instead, Ms. Sperber made a mediator's proposal,
12 which she gave the parties one week to accept. (Pancer Decl., ¶ 48). In the end, after
13 an arm's-length settlement process, the parties accepted Ms. Sperber's settlement
14 proposal. (Pancer Decl., ¶ 49).

15 Based on the foregoing, it is reasonable to conclude there is no evidence of
16 fraud or collusion. Rather, this settlement is the result of extensive, arms' length
17 negotiations and is fair and reasonable to the Class.

18 **2. The Complexity, Expense, and Likely Duration of the** 19 **Litigation Support the Settlement**

20 The case is complex because it involves a myriad of alleged wage and hour
21 violations. At the time this case was brought, the result was far from certain.
22 Defendants deny all of the claims alleged in this litigation. Defendants have asserted,
23 and continues to assert, many defenses, and have expressly denied and continue to
24 deny any wrongdoing or legal liability arising out of the conduct alleged in the
25 Litigation. (Pancer Decl., ¶ 50).

26 As defendants in general do, the defendants in this case have likely concluded
27 that, because of the substantial expense of litigating the Action, the length of time
28 necessary to resolve the issues presented herein, the inconvenience involved, and the

1 concomitant disruption to their business operations, they desire to settle the Action for
2 the purpose of avoiding the burden, expense, and uncertainty of continuing litigation
3 and for the purpose of putting to rest the controversies engendered by the Action.
4 (Pancer Decl., ¶ 51.)

5 **3. The Stage of the Proceeding and Amount of Discovery**
6 **Completed Demonstrates the Parties Had Enough Information**
7 **to Make Informed Decisions**

8 As discussed, Defendants produced sufficient documentation through informal
9 discovery to enable Class Counsel to intelligently evaluate the case, its value, and its
10 strengths and weaknesses, including data concerning (i) the total number of putative
11 Class members; (ii) a sampling of wage statements and timesheets for the putative
12 class; (iii) pertinent employment policy documents; (iv) the total number of workweeks
13 and pay periods nonexempt employees worked during the Class and PAGA periods;
14 (v) the total number of nonexempt employees who worked during the Class and PAGA
15 periods. (Pancer Decl., ¶ 37). More particularly, Defendants provided Plaintiffs with a
16 sampling of records from four of the auto dealerships released herein. From the
17 sampling of records provided, together with the data concerning the total number of
18 Class Members and pay periods, Class Counsel extrapolated the range of possible
19 recoveries for the putative class. (Pancer Decl., ¶ 38). In addition, the parties held
20 multiple telephonic meetings wherein they voluntarily exchanged detailed information
21 relating to the putative Class. (Pancer Decl., ¶ 39.)

22 Plaintiffs' Counsel and various staff members reviewed the foregoing records
23 and data and made an assessment regarding a range of possible recoveries. (Pancer
24 Decl., ¶ 52; Rutledge Decl., ¶ 68, 69). Before mediation, counsel for the respective
25 parties created a meaningful mediation environment, exchanging sufficient
26 documentation to enable Plaintiffs' counsel to make an assessment concerning the
27 range of possible recoveries and make an intelligent decision concerning a reasonable
28 settlement value of this case. (Pancer Decl., ¶ 36).

1 **4. Probability of Success on the Merits.**

2 At the time of the Settlement, both sides faced considerable risk going forward
3 with a trial. Defendants have consistently denied any liability. Defendants assert that
4 its actions have at all times been and continue to be in accordance with all applicable
5 state and federal laws. Defendants further assert that signed, enforceable arbitration
6 agreements would preclude the adjudication of class claims. (Pancer Decl., ¶ 53).

7 While Named Plaintiff alleges that his claims are meritorious, he nonetheless
8 recognizes there would be substantial difficulties associated with achieving success at
9 trial. (Pancer Decl., ¶ 54). Whereas the Named Plaintiff could argue that any
10 applicable arbitration agreement is unenforceable, Defendants maintain the arbitration
11 agreements Class Members signed are enforceable. Whereas the Named Plaintiff
12 alleges he used his personal cell phone to communicate with the dealership while
13 shuttling vehicles around the car lot, Defendants contend the Named Plaintiff's cell
14 phone use was rare and unnecessary, and that Defendants provided a two-way radio
15 for the Named Plaintiff to use, making the cell phone use optional and for the
16 convenience of Plaintiff only. (Pancer Decl., ¶ 55). Whereas Plaintiff claims he was
17 unable to clock in due to the inaccessibility of the time clock early in the morning,
18 Defendants contend this alleged violation, if it took place at all, was confined to the
19 one dealership where the Named Plaintiff worked and to what they claim is a very
20 limited number of employees who arrive very early in the morning, before the
21 dealership doors might all be unlocked. (Pancer Decl., ¶ 56).

22 Defendants contend that, to the extent employees may not be compensated for
23 time submitting to drug tests, they have no right to compensation for this time and, if
24 they are, the time spent is minimal. (Pancer Decl., ¶ 57). Plaintiffs alleged that
25 Defendants neglected to accurately indicate the net pay on Plaintiff's pay stubs,
26 instead erroneously reporting his net pay as "0.00." (Pancer Decl., ¶ 57). Defendants
27 contend, however, the wage statements Plaintiff is relying on were not the actual
28 statements issued to him - or to Defendants' other employees - with their wages.

1 (Pancer Decl., ¶ 59). Rather, Defendants claim the copies Plaintiff points to were
2 produced after the fact by a payroll company and turned over with the personnel file –
3 not the statements actually issued to Plaintiff contemporaneously with his wages.
4 (Pancer Decl., ¶ 60). Furthermore, the pay statements in the sampling Defendants
5 produced do not suffer from the infirmity about which the Plaintiff complains.
6 (Pancer Decl., ¶ 61).

7 Essentially, Defendants maintain that the problems Plaintiff complains of did
8 not happen, do not happen anymore if they did, and are isolated events if they
9 happened at all. Defendants have denied and continue to deny generally each and all
10 the claims and contentions alleged in the Action. (Pancer Decl., ¶ 62). Nonetheless,
11 further litigation would be protracted and expensive, and Defendants have apparently
12 concluded it is desirable that the Action be fully and finally settled in the manner and
13 upon the terms and conditions set forth in the Settlement Agreement.

14 To be more specific, Defendants maintain that the violations Plaintiffs allege
15 Defendants committed if they occurred at all, rarely occurred and when they did
16 occur, happened only at a small number of dealerships and were not companywide
17 violations. (Pancer Decl., ¶ 63). Defendants likewise maintained that class
18 certification would be difficult due to excessive individual inquiries over where, how
19 often, and why the violations allegedly occurred and due to the existence of signed,
20 enforceable arbitration agreements. (Pancer Decl., ¶ 64).

21 Relevant to Plaintiffs' analysis of damages, on March 13, 2022, the Honorable
22 Judge Whitney granted final approval to a class action and PAGA settlement against
23 the instant defendants in the case entitled *Jorge Lizarraga v. Europa Auto Imports,*
24 *Inc, et al.* case number 37-2018-00058131-CU·OE·CTL. (Pancer Decl., ¶ 65). Less
25 than a year after the *Lizarraga* settlement was granted final approval, the instant case
26 was filed. (Pancer Decl., ¶ 66). As such, a significant portion of the class period for
27 which Plaintiff Craft could have sought damages in this case was lawfully consumed
28 by the prior settlement in the *Lizarraga* case. (Pancer Decl., ¶ 67).

1 **5. The Range of Possible Recoveries and the Settlement Reached**

2 The Settlement herein has no “obvious deficiencies” and is well within the
3 range of possible recoveries. All Settlement Class Members will receive cash
4 payments, no coupons, days off, or any usual form of remuneration. (Pancer Decl., ¶
5 68; Rutledge Decl., ¶ 69)

6 Class Counsel obtained outstanding results in this case for the Class Members.
7 Class Members will receiving the substantial benefit of receiving the settlement
8 proceeds much sooner, avoiding the risk of receiving nothing at all, and will receive
9 approximately \$100 on average⁴ (Mitzner Decl., ¶ 23, 24). With an average payout of
10 approximately \$100, it is no surprise that there are no objectors and that there are only
11 two opt outs from the settlement.

12 **6. Opinions of Experienced Counsel, the Class Representatives,**
13 **and Absent Class Members**

14 Class Counsel is experienced in class action litigation and wage and hour
15 matters. Thomas D. Rutledge, Esquire has been an attorney for about 27 years. Mr.
16 Rutledge has been the originating attorney on more than three dozen wage and hour
17 class and representative actions. (Rutledge Decl., ¶ 68-89.) When the counsel, who is
18 recommending the proposed settlement for approval is known to the Court as a
19 competent and experienced attorney, significant weight is normally given to his
20 opinion. (*Wershba, supra*, 91 Cal.App.4th at pp. 240-242; and *Dunk, supra*, 48
21 Cal.App.4th at p. 1802.)

22 Here, Class Counsel believes the proposed Settlement is fair, reasonable, and
23 adequate. There are no objections to the settlement. There are two opt-outs. (Rutledge
24 Decl., ¶¶ 24-25.) Everyone who is a member of the Settlement Class will benefit
25 financially from the Settlement. If the number of opt outs is any indication, 99.94% of
26 Class Members agree the Settlement is fair and reasonable.

27 _____
28 ⁴ average individual settlement payment of \$97.92 plus average PAGA
payment of \$1.52.

1 **C. The Charity Chosen by the Parties is Authorized by Statute.**

2 Civil Code of Procedure § 384 subdivision (b) allows courts to approve class
3 settlements that require cash from uncashed checks to be payable to “nonprofit organizations
4 or foundations to support projects that will benefit the class or similarly situated persons, or
5 that promotes the law consistent with the objectives and purposes of the underlying cause of
6 action.” Here, the Parties have agreed to send all proceeds from uncashed checks to the Hire
7 Heroes, USA, a nonprofit organization whose mission is dedicated to helping returning U.S.
8 service members find rewarding careers nationwide at no cost to veterans. The Parties’
9 recommend this charity as being suitable under § 384 of the Code of Civ. Pro. (Pancer Decl.,
10 Ex. 1, p. 21.)

11 **D. Upon Final Approval of the Settlement, the Court Will Enter a Final**
12 **Judgment and Retain Jurisdiction**

13 Through this unopposed Motion, the Parties both request that the Court enter
14 the [Proposed] Order Granting Final Approval of Class Action Settlement and
15 Judgment Thereon, which has been submitted concurrently herewith. Pursuant to this
16 Order, the Court will retain continuing jurisdiction over this matter while the
17 Settlement Administrator administers the Settlement and disburses all payments
18 pursuant to the Settlement Agreement.

19 **V. CONCLUSION**

20 For the reasons described in these moving papers, Plaintiffs respectfully request
21 that the Court sign the proposed Order submitted herewith.

22 Dated: March 9, 2022

23 The Law Offices of
24 Ian Pancer

25 By: Ian Pancer
26 /s/Ian Pancer
27 Attorneys for Plaintiffs
28

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, IAN PANCER, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 105 West F St. #400, San Diego, California 92101.

On March 9, 2022, I served the foregoing document(s) described as:

**PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

on the interested parties to this action:

See Attached List.

☒ (BY E-MAIL via E-file) I am readily familiar with the business practice for collection and processing of correspondence for emailing with the Court authorized third-party vendor. This correspondence was sent via email via this third-party vendor pursuant to the vendor's policies and practices.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed March 9, 2022, at San Diego, California.

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

/s/Ian Pancer

/s/IAN PANCER

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SERVICE LIST

John Boggs/David Reese
Fine Boggs & Perkins LLP
80 Stone Pine Road, Suite 210
Half Moon Bay, CA 94019

Attorneys for Defendants

1
2 SUPERIOR COURT OF THE STATE OF CALIFORNIA

3 COUNTY OF SAN DIEGO-CENTRAL DIVISION

4 CHARLES CRAFT, an individual in his)
5 representative capacity on behalf of all)
6 Aggrieved Employees,)

7 Plaintiffs,)

8 v.)

9 UAG ESCONDIDO M1, Inc., *et al.*, and)
10 DOES 1 through 50,)
11)

12 Defendants.)
13)
14)
15)
16)
17)

Case No.: 37-2021-00000982-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF
CLASS SETTLEMENT AND
ENTERING JUDGMENT,
AWARDING ATTORNEY'S FEES
AND COSTS, AND
SERVICE AWARD TO THE
CLASS REPRESENTATIVES**

18 **[PROPOSED] ORDER**

19 This matter came on for hearing on April 1, 2022, at 10:00 a.m. in Department
20 C-75 of the above-captioned court to determine whether the Court should grant
21 Plaintiffs' Motion for Final Approval of Class Settlement and Motion for an Award of
22 Attorneys' Fees, Costs, and Service Award for the Class Representative. The
23 Settlement Agreement attached as Exhibit 1 to the Declaration of Ian Pancer in
24 support of Plaintiffs' Motion for Final Approval of Class Settlement is hereby
25 incorporated into this Order ("Final Approval Order"), and all terms used herein shall
26 have the same meanings set forth in the Settlement Agreement.
27
28

1 **BACKGROUND**

2 On October 1, 2021, Plaintiffs’ Motion for Preliminary Approval was heard in
3 this Court, Hon. Judge Richard Strauss presiding. On October 26, 2021, Judge Strauss
4 issued an Order Granting Preliminary Approval of the Class Action Settlement
5 (“Preliminary Approval Order”). The Preliminary Approval Order granted
6 preliminary approval of the class settlement reached between Plaintiffs Charles Craft
7 (“Named Plaintiff”), on behalf of himself and other similarly situated employees, and
8 Defendants UAG Escondido M1, Inc. and Penske Automotive Group, Inc.

9 Before granting preliminary approval, the Court reviewed the Settlement
10 Agreement, the Motion for Preliminary Approval of Class Action Settlement, and all
11 documents filed in support, and found good cause to grant preliminary approval. The
12 Preliminary Approval Order also approved of a “notice packet” which was to be sent
13 to members of the Settlement Class, and approved of a method by which the notice
14 packet would be distributed to members of the Settlement Class.

15 On January 13, 2022, Plaintiff appeared before the Court via an *ex parte*
16 Application, through counsel, seeking the Court’s approval of a “Settlement
17 Allocation Form” to be enclosed with the Notice Packet. The Court approved the
18 Settlement Allocation Form.

19 After considering the papers filed in support of said motions, arguments of
20 counsel, and the Court record as a whole, IT IS HEREBY ORDERED that the Court
21 GRANTS Plaintiffs’ Motion for Final Approval of Class Settlement and Plaintiffs’
22 Motion for an Award of Attorneys’ Fees, Costs, and Service Award for the Class
23 Representative.

24 The Court finds the settlement is fair, adequate, and reasonable for the
25 Settlement Class members for the following reasons:

- 26 • The settlement was reached through arm’s-length
- 27 bargaining (not through fraud or collusion);
- 28 • Class Counsel’s investigations and discovery were sufficient

1 to allow Class Counsel and the Court to act intelligently;

- 2 • Class Counsel, Thomas D. Rutledge and Ian Pancer, are
- 3 well experienced in similar class and representative action
- 4 litigation;
- 5 • There were no objectors or and only two opt-outs to the
- 6 settlement;
- 7 • The case was complex and there was a risk of appeals after
- 8 lengthy litigation if the case did not resolve via the
- 9 Settlement; and
- 10 • The settlement amount represents a fair and reasonable
- 11 settlement of the claims asserted in relationship to the
- 12 potential risks of continuing to litigate the matter.

13 The Court further finds that the requested attorneys' fees, costs, litigation
14 expenses, and Service Award for the class representative are reasonable. In particular,
15 Class Counsel spent a significant amount of time litigating and investigating this
16 matter; novel and difficult questions were presented in this case; skill was necessary
17 to perform the legal services properly; Class Counsel were precluded from handling
18 other matters while they were obliged to handle this matter; the customary fees
19 charged in matters of this type are customary and reasonable; the fees were contingent
20 on the outcome; Class Counsel obtained a fair and reasonable settlement; and Class
21 Counsel are very experienced in handling wage and hour class actions. Moreover, the
22 costs are reasonable, as they represent court and filing fees, mediator's fees, class
23 notice fees, etc., which are fair and reasonable under the circumstances. Finally, the
24 Service Award for the class representative is reasonable considering the value he
25 conferred to the Class, the risks he assumed if he lost, and the potential stigma of
26 suing his former employer. The Court expressly finds that the hourly rates charged by
27 Class Counsel, \$650/hour for Ian Pancer, Esq. and \$917/hour for Thomas D.
28 Rutledge, Esq. are reasonable in light of Class Counsel's skill and experience.

1 Accordingly, IT IS FURTHER ORDERED as follows:

2 1. The Court approves the settlement of the above-captioned action as set
3 forth in the Settlement Agreement and each of its releases and other terms, as fair,
4 just, reasonable, and adequate.

5 2. The parties and Settlement Administrator shall comply with all aspects
6 of the Settlement Agreement, a copy of which is attached as Exhibit 1 to the
7 Declaration of Ian Pancer in support of Plaintiffs' Motion for Final Approval of The
8 Class Settlement.

9 3. Plaintiffs Craft shall continue to serve as Class Representative.

10 4. The Law Office of Thomas D. Rutledge and Ian Pancer shall continue to
11 serve as Class Counsel.

12 5. Solely for purposes of effectuating the Settlement Agreement, this Court
13 certifies a Settlement Class as those terms are defined in the Settlement Agreement
14 and the Court finds this definition is sufficient for purposes of California Rules of
15 Court 3.765(a) and 3.771.

16 6. The "Settlement Class" is certified as all nonexempt individuals
17 employed by UAG ESCONDIDO M1, INC. or any other Released Party in California
18 at any time from October 19, 2019, through October 26, 2021.

19 7. In certifying the class for settlement purposes, the Court finds that all the
20 requirements for certification of a settlement class are satisfied based upon the
21 allegations in the operative Complaint and the evidence provided to the Court.

22 8. Defendants shall pay all authorized payees specified in the Settlement
23 Agreement in the amount and manner specified in the Settlement Agreement except
24 that Class Counsel shall be paid \$7,259 for litigation costs and Phoenix Settlement
25 Administrators shall receive \$20,000 for administration costs.

26 9. Phoenix Settlement Administrators shall continue to serve as the
27 Settlement Administrator until a final judgment is obtained.

28 10. Any settlement uncashed settlement checks within 180 days following

1 the date it was sent shall be donated to Hire Heroes, USA, a permissible charity under
2 § 384 of the Code of Civ. Pro.

3 11. The Court hereby enters a conditional Judgment in this case in
4 accordance with the terms of the Settlement Agreement and upon Defendants'
5 payment of all settlement proceeds, and upon the filing of a Declaration from Class
6 Counsel indicating all requirements of the Settlement Agreement have been satisfied,
7 this conditional Judgment shall become final.

8 12. This document shall constitute a Judgment for purposes of Cal. Rule of
9 Court, Rule 3.769(h).

10 **IT IS SO ORDERED.**

11
12
13
14 Date: _____

15 Hon. James Mangione
16 Judge of the Superior Court of California
17 County of San Diego
18
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2 Attorney-at-Law
3 113 West G Street, Suite 231
4 San Diego, California 92101
5 Telephone: (619) 886-7224
6 thomasrutledgelaw@gmail.com

7 Ian Pancer (SBN 246600)
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9 105 West F Street, Suite 400
10 San Diego, California 92101
11 Phone: (619) 955-6653
12 Facsimile: (619) 374-7410

13 Attorneys for Plaintiffs

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SAN DIEGO-CENTRAL DIVISION

16 CHARLES CRAFT, an individual in
17 his representative capacity on behalf of
18 all Aggrieved Employees,

19 Plaintiffs,

20 v.

21 UAG ESCONDIDO M1, Inc., *et al.*,
22 and DOES 1 through 50,

23 Defendants.

) Case No.: 37-2021-00000982-CU-OE-
) CTL

) **DECLARATION OF IAN PANCER**
) **ISO PLAINTIFFS' MOTION FOR**
) **FINAL APPROVAL OF CLASS**
) **ACTION SETTLEMENT**

) Hearing Date: April 1, 20222

) Time: 9:00 a.m.

) Dept.: 75

) Judge: Hon. Richard Straus

) **[[Prop.] Order, Not. of Mot., MPA,**
) **Dec. of Ian Pancer, Dec. of Thomas**
) **Rutledge, and Dec. of Taylor Mitzner**
) **on behalf of Settlement Administrator**
) **filed concurrently herewith]**

DECLARATION OF IAN PANCER

I, IAN PANCER, declare and state as follows:

1. I am counsel of record for the named Plaintiff, putative Class, Aggrieved Employees, and the State of California as a quasi-assistant attorney general pursuant to the Private Attorney General Act (PAGA) in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

3. I recommend and very respectfully request that the Court approve the proposed Class Action Settlement.

4. Attached hereto as Exhibit 1 is the Court preliminarily approved Class Action Settlement Agreement ("Settlement Agreement") in this matter.

5. Plaintiffs' Settlement Agreement benefits the Class Members.

6. If this Honorable Court finally approves the settlement, Defendant will pay \$575,000, which funds will be distributed per the terms of the Settlement Agreement.

7. This settlement is a nonclaims made settlement consisting of a single class.

8. The non-reversionary sum of \$575,000 is inclusive of: (1) a Class Representative incentive award of \$15,000 to Plaintiff Charles Craft; (2) \$20,000 to resolve Plaintiffs' Private Attorney General Act ("PAGA") claim for penalties, 75% of which is payable to the Labor and Workforce Development Agency ("LWDA") and the remaining sum payable to the PAGA Members; (3) Settlement Administrator costs not to exceed \$35,000 (actual costs of settlement administrator are \$20,000); (4) putative Class Counsel's fees not to exceed 1/3 of the gross settlement (\$191,667), and (5) putative Class Counsel's reasonable costs not to exceed \$15,000 (actual costs

1 are \$7,258.87). (Settlement Agreement, Exhibit 1, p. 11, IV.4).

2 9. In addition, Defendants agree to pay the employer's portion of payroll
3 taxes on settlement payments attributed as wages. (Settlement Agreement, Exhibit 1,
4 p. 3, II.7).

5 10. Uncashed checks are payable to Hire Heroes, USA, a nonprofit
6 organization whose stated purpose is to help U.S. veterans obtain employment.
7 (Settlement Agreement, Exhibit 1, p. 19, VIII.4.a).

8 11. On November 18, 2019, after conducting significant prelitigation
9 diligence, Plaintiff Craft, via counsel, sent a letter via certified mail to the Defendants
10 and via online submission to the LWDA to exhaust administrative remedies via
11 PAGA.

12 12. On January 8, 2021, Plaintiff Craft filed a representative PAGA action
13 alleging various wage and hour related claims against Defendants, including unpaid
14 overtime wage, unpaid regular/minimum wage, and erroneous wage statement claims,
15 among others.

16 13. The parties, via counsel, engaged in series of detailed discussions
17 regarding the merits of this case, and agreed to attend private mediation with Jill
18 Sperber, Esq.

19 14. To this end, Defendants agreed to provide Plaintiffs a sampling of
20 employee data, pertinent employment policy documents, and details, such as the
21 number of employees employed during the putative Class Period, information
22 concerning rates of pay, number of workweeks and pay periods, among other material
23 facts.

24 15. Thereafter, Defendants provided Plaintiffs with: (i) the total number of
25 putative Class members; (ii) a sampling of wage statements and timesheets for
26 nonexempt employees; (iii) pertinent employment policy documents; (iv) the total
27 number of workweeks and pay periods nonexempt employees worked during the
28 Class and PAGA periods; (v) the total number of nonexempt employees who worked

1 during the Class and PAGA periods.

2 16. On April 20, 2021, the parties, through counsel, via Zoom attended
3 private mediation before Ms. Jill Sperber, Esquire of Judicate West.

4 17. The mediation lasted all day, but the parties were unable to reach an
5 agreement on the date of mediation; instead, Ms. Sperber made a mediator's proposal,
6 which she gave the parties one week to accept.

7 18. In the end, after an arm's-length settlement process, the parties accepted
8 Ms. Sperber's settlement proposal.

9 19. Following the mediation, the parties negotiated the finer points of the
10 settlement.

11 20. Ultimately, on or about September 8, 2021, a fully executed copy of the
12 settlement agreement was exchanged between the parties.

13 21. Also, On September 8, 2021, the parties entered a stipulation to permit
14 Plaintiff Craft to file a First Amended Complaint (FAC).

15 22. On September 9, 2021, following entry of the Court's Order permitting
16 the filing of the FAC, Plaintiff filed the FAC, which is the operative Complaint.

17 23. On September 9, 2021, Plaintiffs filed a Motion for Preliminary Approval
18 of Class Settlement.

19 24. On October 1, 2021, this Court held a hearing on Plaintiffs' motion, and
20 thereafter, on October 26, 2021, entered an Order granting Plaintiffs' Motion.

21 25. Settlement payments will be disbursed by the Settlement Administrator
22 pursuant to the Settlement Agreement. (Settlement Agreement, Exhibit 1, p. 4, II.22).

23 26. In consideration for the settlement payment, Plaintiffs' will release all
24 wage and hour and related claims (including claims which are reasonably related to the
25 allegations and claims asserted in this litigation) against the Named Defendants and
26 additional related entities, which are primarily automobile dealerships¹. (Settlement

27 ¹ The entities released in the settlement agreement are the following, together with their
28 respective past and present officers, directors, shareholders, partners, managers, employees, agents,
assigns, parent, subsidiary, and affiliated entities: Europa Auto Imports, Inc., dba Mercedes-Benz of

1 Agreement, Exhibit 1, at III.1.b).

2 27. The Settlement Payment to each Class Member will be calculated based
3 on the Class Member's pro rata share of pay periods. (Settlement Agreement, Exhibit
4 1, p. 18, VIII.1.b)

5 28. \$20,000 of the gross settlement will be designated as the recovery of civil
6 penalties under PAGA.

7 29. Of that amount, 75% (\$15,000) will be paid to the California LWDA, and
8 the remaining 25% (\$5,000) will constitute a portion of the net settlement amount and
9 will be available for distribution to participating members of the Settlement Class as
10 part of their Individual Payment Amounts.

11 30. Class Counsel has complied with all the notification requirements of the
12 PAGA.

13 31. Although willing to mediate and eventually settle, Defendant has held the
14 position that Defendant did nothing wrong.

15 32. No evidence exists here that Defendant has offered to pay Plaintiff
16 anything extraordinary to the detriment of the Class.

17 33. To the knowledge of your undersigned, the named Plaintiff has no other

18 _____
19 San Diego, Europa Auto Imports , Inc., dba Penske Automotive Collision Center, GMG Motors ,
20 Inc., dba BMW of San Diego, GMG Motors , Inc., dba MINI of San Diego, KMT/UAG, Inc., dba
21 Kearny Mesa Toyota, PAG Clovis T1, Inc. , dba Toyota of Clovis, PAG Management Company,
22 Inc., dba PAG Orange County Management Company, PAG Marin M1, Inc., dba Marin Collis ion
23 Center, PAG Marin M1, Inc., dba MINI of Marin, PAG Northern California Management, Inc., dba
24 Capitol Expres sway Used Car Factory, PAG Northern California Management, Inc., dba Northern
25 California Management Company, PAG Ontario B1, Inc., dba BMW of Ontario, PAG Ontario B1,
26 Inc., dba MINI of Ontario, PAG Orange County L1, Inc., dba Lincoln South Coast, PAG Orange
27 County RR1, Inc., dba Penske Rapid Repair Orange County, PAG Orange County S1, Inc., dba
28 Subaru Orange Coast, PAG Santa Ana AVW, Inc., dba Audi South Coast, PAG Santa Ana AVW,
Inc., dba Volkswagen South Coast, PAG Santa Ana B1, Inc., dba Crevier BMW, PAG Santa Ana
B1, Inc., dba Crevier MINI, PAG West, LLC, dba PAG West, Penske Automotive Group, Inc., dba
Penske Automotive Group, Peter Pan Motors, Inc., dba Peter Pan BMW, Relentless Pursuit
Enterprises , Inc., dba Lexus San Diego, UAG Capitol, Inc., dba Capitol Honda, UAG Clovis, Inc.,
dba Honda North, UAG Es condido A1, Inc., dba Acura of Escondido, UAG Es condido H1, Inc.,
dba Honda of Escondido, UAG Escondido M1, Inc., dba Mazda of Escondido, UAG Los Gatos ,
Inc., dba Los Gatos Acura, UAG Los Gatos , Inc., dba Los Gatos Acura Collision Center, UAG
Marin, Inc., dba Marin Honda, UAG San Diego A1, Inc., dba Kearny Mesa Acura, UAG San Diego
AU, Inc., dba Audi Escondido, UAG San Diego Management, Inc., dba Southern California
Management Company, UAG Stevens Creek II, Inc., dba Audi Stevens Creek, UAG Stevens Creek
II, Inc., dba Porsche of Stevens Creek

1 claims that interfere with the Class claims.

2 34. On or about November 3, 2020, before the instant case was filed, named
3 Plaintiff resolved certain nonwage claims against Defendant; said claims were resolved
4 sixteen (16) months ago, before the instant case was filed.

5 35. Plaintiff has accepted no money in the settlement in this case other than
6 the funds offered in this Class settlement and the enhancement award, which is subject
7 to court approval.

8 36. The parties engaged in a substantial exchange of informal discovery;
9 before mediation, counsel for the respective parties created a meaningful mediation
10 environment.

11 37. Defendant provided Plaintiffs with statistical information concerning (i)
12 the total number of putative Class members; (ii) a sampling of wage statements and
13 timesheets for the putative class; (iii) pertinent employment policy documents; (iv) the
14 total number of workweeks and pay periods nonexempt employees worked during the
15 Class and PAGA periods; (v) the total number of nonexempt employees who worked
16 during the Class and PAGA periods. Plaintiffs' Counsel reviewed the foregoing
17 records and data and made an assessment regarding a range of possible recoveries.

18 38. More particularly, Defendants provided Plaintiffs with a sampling of
19 records from four of the auto dealerships released in the instant settlement agreement.
20 From the sampling of records provided, together with the data concerning the total
21 number of Class Members and pay periods, Class Counsel extrapolated the range of
22 possible recoveries for the putative class.

23 39. In addition, the parties held multiple telephonic meetings wherein they
24 voluntarily exchanged detailed information relating to the putative Class.

25 40. Class Counsel believe that a number of the claims asserted in this action
26 have merit, and the evidence developed to date lends support to some of these claims.

27 41. Class Counsel, however, recognizes the expense and length of continued
28 proceedings necessary to prosecute this action against Defendant on behalf of Plaintiffs

1 through trial and through appeals.

2 42. As discussed further below, Class Counsel has also taken into account the
3 uncertain outcome and the risk of any litigation, especially in complex actions such as
4 this, as well as the difficulties and delays inherent in such litigation.

5 43. Class Counsel also are mindful of the inherent problems of proof and
6 possible defenses as to the causes of action asserted in the operative Complaint,
7 including the defenses asserted by Defendant in papers filed in this action.

8 44. Before mediation, Class Counsel analyzed the data provided by
9 Defendant.

10 45. From this data, Class Counsel made an assessment of the range of
11 possible recoveries.

12 46. On April 20, 2021, the parties via Zoom attended private mediation
13 before Ms. Jill Sperber, Esquire of Judicate West.

14 47. The mediation lasted all day, but the parties were unable to reach an
15 agreement.

16 48. Instead, Ms. Sperber made a mediator's proposal, which she gave the
17 parties one week to accept.

18 49. In the end, after an arm's-length settlement process, the parties accepted
19 Ms. Sperber's settlement proposal.

20 50. The case is complex because it involves a myriad of alleged wage and
21 hour violations. At the time this case was brought, the result was far from certain.
22 Defendant denies all of the claims alleged in this litigation. Defendant has asserted, and
23 continues to assert, many defenses, and have expressly denied and continue to deny
24 any wrongdoing or legal liability arising out of the conduct alleged in the Litigation.

25 51. Defendants often wish to settle representative actions due to the
26 substantial expense of litigating them, the length of time necessary to resolve the issues
27 presented therein, the inconvenience involved, and the concomitant disruption to their
28 business operations. Settling representative actions is often done, at least in part, for

1 the purpose of avoiding the burden, expense, and uncertainty of continuing litigation
2 and for the purpose of putting to rest the controversies engendered by the
3 representative actions.

4 52. I reviewed the records and data informally produced by Defendants and
5 made an assessment regarding a range of possible recoveries.

6 53. Defendant has consistently denied any liability. Defendant asserts that its
7 actions have at all times been and continue to be in accordance with all applicable state
8 and federal laws.

9 54. While Named Plaintiff alleges that his claims are meritorious, he
10 nonetheless recognizes there would be substantial difficulties associated with achieving
11 success at trial.

12 55. Whereas the Named Plaintiff alleges he used his personal cell phone to
13 communicate with the dealership while shuttling vehicles around the car lot,
14 Defendants contend the Named Plaintiff's cell phone use was rare and unnecessary,
15 and that Defendants provided a two-way radio for the Named Plaintiff to use, making
16 the cell phone use optional and for the convenience of Plaintiff only.

17 56. Whereas Plaintiff claims he was unable to clock in due to the
18 inaccessibility of the time clock early in the morning, Defendants contend this alleged
19 violation, if it took place at all, was confined to the one dealership where the Named
20 Plaintiff worked and to what they claim is a very limited number of employees who
21 arrive very early in the morning, before the dealership doors might all be unlocked.

22 57. Defendants contend that, to the extent employees may not be compensated
23 for time submitting to drug tests, they are not entitled to compensation for this time
24 and, if they are, the time spent is minimal.

25 58. Plaintiffs alleged that Defendants neglected to accurately indicate the net
26 pay on Plaintiff's pay stubs, instead erroneously reporting his net pay as "0.00."

27 59. Defendants contend, however, the wage statements Plaintiff is relying on
28 were not the actual statements issued to him - or to Defendants' other employees -

1 with their wages.

2 60. Rather, Defendants claim the copies Plaintiff points to were produced
3 after the fact by a payroll company and turned over with the personnel file – not the
4 statements actually issued to Plaintiff contemporaneously with his wages.

5 61. Furthermore, the pay statements in the sampling Defendants produced do
6 not suffer from the infirmity about which the Plaintiff complains.

7 62. Essentially, Defendants maintain that the problems Plaintiff complains of
8 did not happen, do not happen anymore if they did, and are isolated events if they
9 happened at all. Defendants have denied and continue to deny generally each and all
10 the claims and contentions alleged in the Action.

11 63. Defendants maintain that the violations Plaintiffs allege Defendants
12 committed if they occurred at all, rarely occurred and when they did occur, happened
13 only at a small number of dealerships and were not companywide violations.

14 64. Defendants likewise maintained that class certification would be difficult
15 due to excessive individual inquiries over where, how often, and why the violations
16 allegedly occurred.

17 65. Additionally, on March 13, 20220, Judge Whitney granted final approval
18 to a class action and PAGA settlement against the instant defendants in the matter of
19 entitled Jorge Lizarraga v. Europa Auto Imports, Inc., *et al.* case number 37-2018-
20 00058131-CU·OE·CTL.

21 66. Less than a year after the Lizarraga settlement was granted final approval,
22 the instant case was filed.

23 67. As such, a significant portion of the class period was eroded by the prior
24 settlement in the Lizarraga case.

25 68. I believe the settlement in this case is well within the range of possible
26 recoveries, and all Settlement Class Members will receive cash payments, no coupons,
27 days off, or any usual form of remuneration.

28 69. I believe the proposed Settlement is fair, reasonable, and adequate.

1 Indeed, with Class Members receiving an average of approximately \$100 (based on the
2 Declaration of Taylor Mitzner on Behalf of Settlement Administrator (“Mitzner
3 Decl.”) at ¶¶ 23, 24), I believe we have achieved an excellent result.

4 70. With no objections and only two opt-outs, I suspect my opinion regarding
5 the adequacy of the settlement is likely common among the Class Members.

6 **Experience of Counsel.**

7 71. The Law Ian Pancer consist of me and an assistant; as my workload
8 requires, I engage other attorneys as independent contractors.

9 72. At all times, I have been an attorney of record in the above-entitled
10 action.

11 73. I maintain an office in San Diego County.

12 74. I have been licensed to practice law for approximately 15 years.

13 75. I attended the University of California at Santa Barbara as a Regents
14 Scholar, graduating in 2002.

15 76. In 2006, I graduated from the University of San Diego school of law.

16 77. I became a member of the State Bar of California in December 2006,
17 opened the Law Office of Ian Pancer, and began representing plaintiffs in civil and
18 criminal actions, including employment cases.

19 78. I am admitted to practice in all state courts in California as well as
20 United States District Courts in the Southern and Northern Districts of California.

21 79. I am a member of various legal associations, including the Consumer
22 Attorneys of San Diego (“CASD”) and the California Employment Lawyers
23 Association.

24 80. I focus my practice on prosecuting employment law claims on behalf of
25 employee-plaintiffs, and personal injury cases. A very small amount of my practice
26 devoted to other matters.

27 81. All my employee-plaintiff cases, including this case, are accepted on a
28 nothing down contingency fee basis.

82. I personally have represented or represent hundreds of plaintiffs in past and current employment cases.

83. I have substantial experience in employment-related, representative actions in that I am or have been an attorney of record in approximately nine putative class action or PAGA cases. More particularly, I am presently attorney of record in five class action or PAGA cases; I was an attorney of record in one class action/PAGA case that was certified as a class action; and I have been attorney of record in three additional putative class action or PAGA cases that resolved on an individual basis, for a total of nine cases specifically relevant to my experience in representative actions.

84. I have handled the representation of parties in numerous mediations before well-known neutrals, such as Robert Kaplan, Esq., Craig Higgs, Esq., Hon. Steve Denton (Ret.), Hon. Herbert B. Hoffman (Ret.), Hon. Linda Quinn (Ret.), Hon. Joel Pressman (Ret.), Michael Dickstein, Esq., John Edwards, Esq., Denise Asher, Esq., Douglas Glass, Esq., David Van Til, Esq., and Barry Plotkin, Esq., among others.

85. I also have a great deal of experience in jury trials, having tried over 20 jury trials to verdict, not including bench trials.

Conclusion.

86. In summary, we very respectfully request this court to grant Plaintiffs' Motions and sign the [Proposed] Order.

Except as to those matters stated on information and belief, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed March 9, 2022, at San Diego, California

By: /s// Ian Pancer
Declarant, Ian Pancer

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I, IAN PANCER, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 105 West F St. #400, San Diego, California 92101.

DECLARATION OF IAN PANCER ISO PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

☒ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for of the Court's third party e-filing vendor, onelegal, for emailing notification of e-service and for providing a download link to recipients of the e-service. This documents identified herein are being sent for download via this third-party vendor pursuant to the vendor's policies and practices.

☐ (BY FACSIMILE) I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

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

Ian Pancer
/s/ IAN PANCER

SERVICE LIST

John Boggs/David Reese
Fine Boggs & Perkins LLP
80 Stone Pine Road, Suite 210
Half Moon Bay, CA 94019

Attorneys for Defendants

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter the “Agreement”) is made by Plaintiff CHARLES CRAFT (“Employee”), individually and on behalf of all members of the Settlement Class (as defined below) and the group of aggrieved individuals, on the one hand, and Defendants PENSKE AUTOMOTIVE GROUP, INC., and UAG ESCONDIDO M1, INC., (collectively referred to as the “Company”), on the other hand, with as third-party beneficiaries all Released Parties, as defined below in Paragraph II.27. Employee and the Company will, at times, be collectively referred to herein as “the Parties.”

I. THE LITIGATION

1. On January 8, 2021, Employee filed a PAGA complaint in the San Diego County Superior Court entitled Craft v. Penske Automotive Group, Inc., et al. which claim was assigned Case number 37-2021-00000982-CU-OE-CTL. The complaint asserted claims against the Company on behalf of Employee and other current and former employees (aggrieved employees). These claims include (a) failure to pay minimum/regular wages; (b) failure to pay overtime wages; (c) failure to timely pay wages; (d) failure to comply with meal and rest break provisions; (e) failure to provide accurate wage statements; (f) failure to maintain accurate payroll records; (g) failure to reimburse business expenses; and (h) failure to comply with paid sick leave requirements. In addition, the complaint asserted generally additional violations of a broad range of Labor Code provisions, asserting entitlement to civil penalties resulting from each of these allegations under the Labor Code Private Attorney General Act (PAGA), Labor Code §§ 2698 et seq.

2. The Parties engaged in substantial investigation and informal discovery in connection with the Litigation. The Company provided documents and detailed information to counsel for Employee to review and analyze, including sampled payroll and other records on randomly selected employees across several job classifications.

3. The Parties, through counsel, attended a full day of mediation with Jill Sperber, Esquire. The day concluded with a Mediator’s Proposal, which after several days of consideration, both Parties, through counsel, accepted as an appropriate resolution of the litigation.

4. This Agreement concerning the settlement is made in compromise of disputed claims. The payment by the Company required by this Agreement shall satisfy all claims alleged in the Litigation, including but not limited to claims for wages, penalties, and interest, and shall include payment for PAGA penalties, individual settlement awards, attorneys’ fees,

litigation costs and expenses, an enhancement payment for the Class Representative, and all settlement administration costs.

5. Because this is a putative class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. In the event the Court does not enter Final Judgment, or in the event such Final Judgment does not become Final for any reason, or is modified in any material respect, or in the event the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and void ab initio and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose. The Company denies all claims asserted by Employee as to liability and damages as well as class allegations. Indeed, the Company does not waive, but rather expressly reserves all rights to challenge all such claims and allegations upon all substantive and procedural grounds (including, but expressly not limited to, the impropriety of judicial pursuit of any such claims that are inconsistent with the arbitration agreements between the Parties or between the Company and any other allegedly aggrieved employee) including the assertion of any and all defenses, if the Final Judgment does not become Final for any reason, or in the event that the Effective Date does not occur.

II. DEFINITIONS

The following are certain definitions applicable to this Agreement. Definitions contained elsewhere in the body of this Agreement shall also be effective.

1. “Class” – means all nonexempt individuals employed by the Company or any Released Party in California during the relevant time period.
2. “Class Representative Enhancement” – means the sum to be paid to Employee as service for his role as Class Representative, which shall be paid from the Gross Settlement Fund.
3. “Effective Date” – means the date by which both of the following have occurred: (a) this Settlement is finally approved by the Superior Court for the County of San Diego; and (b) the Court’s Order Approving Class Settlement and Dismissing the Class Action with Prejudice (“Final Judgment”) becomes Final.
4. “Final” – means the latest of: (a) if there is an appeal of the Superior Court’s Final Judgment in the Litigation, the date of final affirmance on an appeal or the date of dismissal of such appeal; or (b) if one or more objections are submitted and not withdrawn, the expiration date of the time for filing or noticing any appeal of

the Final Judgment; or (c) if no objections are made, the date the Court enters the Final Judgment.

5. “Final Judgment” – refers to the Final Judgment and Order Approving Class Settlement.
6. “Final Approval Hearing” – means the hearing to be conducted by the Superior Court for the County of San Diego to determine whether to enter the Final Judgment finally approving and implementing the terms of this Agreement.
7. “Gross Settlement Fund” – refers to Five Hundred Seventy-Five Thousand Dollars and No Cents (\$575,000.00), which is the maximum amount the Company shall be required to pay under this Agreement, except as otherwise provided with respect to the employer’s share of payroll taxes, which Defendants shall pay the employer’s share of payroll taxes separate and apart from the Settlement Amount
8. “Litigation” – means, collectively, the action entitled Craft v. Penske Automotive Group, Inc., et al. which claim was assigned Case number 37-2021-00000982-CU-OE-CTL by the San Diego Superior Court, as amended and/or as further amended by agreement of the Parties, together with all causes of action, claims and allegations contained therein.
9. “LWDA” – means the California Labor and Workforce Development Agency.
10. “Motion for Preliminary Approval” – refers to the Motion for Preliminary Approval of the Settlement and its supporting papers.
11. “Net Settlement Fund” – means the Gross Settlement Fund, less all of the following: (a) Class Counsel Attorneys’ Fees; (b) Litigation Costs and Expenses; (c) Class Representative Enhancement; (d) Settlement Administration Expenses; and (e) PAGA Payments to the LWDA and to the aggrieved employees.
12. “Notice” or “Notice Packet” – refers to the Notice of Pendency of Putative Class Action, Proposed Settlement and Hearing Date for Court Approval, and Settlement Allocation Form, which form will be prepared jointly by the Parties and included with the Motion for Preliminary Approval.

13. “Order Granting Preliminary Approval” – refers to the order or statement of decision preliminarily approving the Settlement.
14. “PAGA” – means the California Labor Code Private Attorneys General Act of 2004 as codified at Labor Code §§ 2698, 2699 et seq.
15. “Total PAGA Payment” – means the portion of the Gross Settlement Fund that the Parties have designated as representing the recovery of civil penalties on behalf of the Settlement Class under the Labor Code Private Attorneys General Act of 2004. This amount has been identified as Twenty Thousand Dollars (\$20,000). The Total PAGA Payment is divided into the “PAGA Payment to the LWDA” (75%) and the “PAGA Payment to Aggrieved Employees” (25%).
16. “Parties” – means Employee individually and in his capacity as Class Representative and authorized representative of other aggrieved employees under PAGA, on the one hand; and the Company, on the other hand.
17. “Plaintiff” – means CHARLES CRAFT (“Employee”), individually and in his capacity as Class Representative and authorized representative of other aggrieved employees under PAGA.
18. “Class Counsel” – means, collectively, Ian Pancer, Esquire and Thomas D. Rutledge, Esquire.
19. “Class Counsel Attorneys’ Fees” – refers to the amount awarded to Class Counsel by the Superior Court for the County of San Diego for prosecuting and obtaining a settlement of the Litigation.
20. “Preliminary Approval Hearing” – means the hearing to be conducted by the Superior Court for the County of San Diego to determine whether to grant the Motion for Preliminary Approval.
21. “Settlement” – means the settlement of the Litigation and related claims effectuated by this Agreement.
22. “Settlement Administration Expenses” – means those expenses of effectuating and administering the Settlement, i.e., the costs incurred by the Settlement Administrator, the costs of giving notice to the Class, the costs of administering and disbursing the Net Settlement Fund, and the fees of the Settlement Administrator approved by the Court.

23. “Settlement Administrator” – means Phoenix Class Action Administration Solutions, or any other third-party administrator selected by Plaintiff and approved by the Court to effectuate the Settlement.
24. “Settlement Class” and “Settlement Class Members” – means all those persons who are members of the Class and who have not properly and timely opted out of the Litigation.
25. “Settlement Payments” – means the amounts to be paid from the Net Settlement Fund to individual Settlement Class Members.
26. “Settlement Period” – means the period from October 19, 2019, through the date on which the Court grants Preliminary Approval of this Settlement.
27. “Released Parties” – includes each of the following entities, together with their respective past and present officers, directors, shareholders, partners, managers, employees, agents, assigns; parent, subsidiary, and affiliated entities:
- Europa Auto Imports, Inc., dba Mercedes-Benz of San Diego
 - Europa Auto Imports, Inc., dba Penske Automotive Collision Center
 - GMG Motors, Inc., dba BMW of San Diego
 - GMG Motors, Inc., dba MINI of San Diego
 - KMT/UAG, Inc., dba Kearny Mesa Toyota
 - PAG Clovis T1, Inc., dba Toyota of Clovis
 - PAG Management Company, Inc., dba PAG Orange County Management Company
 - PAG Marin M1, Inc., dba Marin Collision Center
 - PAG Marin M1, Inc., dba MINI of Marin
 - PAG Northern California Management, Inc., dba Capitol Expressway Used Car Factory
 - PAG Northern California Management, Inc., dba Northern California Management Company
 - PAG Ontario B1, Inc., dba BMW of Ontario
 - PAG Ontario B1, Inc., dba MINI of Ontario
 - PAG Orange County L1, Inc., dba Lincoln South Coast
 - PAG Orange County RR1, Inc., dba Penske Rapid Repair Orange County
 - PAG Orange County S1, Inc., dba Subaru Orange Coast
 - PAG Santa Ana AVW, Inc., dba Audi South Coast

- PAG Santa Ana AVW, Inc., dba Volkswagen South Coast
- PAG Santa Ana B1, Inc., dba Crevier BMW
- PAG Santa Ana B1, Inc., dba Crevier MINI
- PAG West, LLC, dba PAG West
- Penske Automotive Group, Inc., dba Penske Automotive Group
- Peter Pan Motors, Inc., dba Peter Pan BMW
- Relentless Pursuit Enterprises, Inc., dba Lexus San Diego
- UAG Capitol, Inc., dba Capitol Honda
- UAG Clovis, Inc., dba Honda North
- UAG Escondido A1, Inc., dba Acura of Escondido
- UAG Escondido H1, Inc., dba Honda of Escondido
- UAG Escondido M1, Inc., dba Mazda of Escondido
- UAG Los Gatos, Inc., dba Los Gatos Acura
- UAG Los Gatos, Inc., dba Los Gatos Acura Collision Center
- UAG Marin, Inc., dba Marin Honda
- UAG San Diego A1, Inc., dba Kearny Mesa Acura
- UAG San Diego AU, Inc., dba Audi Escondido
- UAG San Diego Management, Inc., dba Southern California Management Company
- UAG Stevens Creek II, Inc., dba Audi Stevens Creek
- UAG Stevens Creek II, Inc., dba Porsche of Stevens Creek

III. RELEASE OF CLAIMS

1. Scope of Settlement Class Member Release.

a. In exchange for the consideration described through this Settlement, Plaintiff and each member of the Settlement Class (excluding those who elect to exclude themselves from the scope of the class settlement) will fully release and discharge the Company and all Released Parties, including all of their past and present officers, directors, shareholders, partners, managers, employees, agents, and assigns; all parent, subsidiary, and affiliated entities (including all corporations, partnerships, members, divisions and joint ventures) and all past and present officers, directors, shareholders, partners, managers, employees, agents, and assigns of such parent, subsidiary, and affiliated entities (collectively, the “Released Parties”) from the claims within the scope of this Settlement.

b. The Settlement described herein will resolve fully and finally all wage and hour and related claims that were brought or could have

been brought in the Litigation, including, but not limited to, any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Litigation, including without limitation to, claims for restitution and other equitable relief; claims for unpaid minimum wages, wages, and overtime wages; failure to provide rest days; failure to provide rest periods or meal periods or to provide compensation in lieu thereof; meal period penalties; rest period penalties; waiting time penalties; penalties for unpaid minimum wages, wages, or overtime wages; penalties for incomplete payroll records and wage statements; failure to reimburse for business expenses; unfair business practices; conversion; failure to provide accurate wage statements; failure to maintain required records; claims for declaratory relief, accounting, or injunctive relief; civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.), claims for penalties of any nature whatsoever arising out of the Settlement Class Members' Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the Litigation, including any amendment to the pleadings therein.

c. The Scope of Settlement and the release of claims herein is intentionally intended by the Parties to be as broad as possible and include "all claims," which is expressly intended by the Parties to "includ[e] 'claims that are not expressly enumerated in the release'" as recognized by the Court of Appeal in Villacres v. ABM Industries, Inc. ((2010) 189 Cal.App.4th 562, 587 [acknowledging broad waiver of potential claims, including PAGA-based claims].) Thus, the Parties intend this release to cover all claims for relief of any kind based on the allegations raised by Plaintiff and all transactions and occurrences upon which those claims were based, including all legal remedies and damages; all injunctive remedies and restitution; all statutory damages and civil penalties under PAGA (including, but expressly not limited to relief demand for alleged violations of Labor Code sections 96, 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213, 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232, 232.5, 233, 234, 351, 353, 403, 404, 432.2, 432.5, 432.7, 435, 450, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 967, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1197, 1198.3, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 16783, 1695, 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, 2673, 2673.1, 2695.2, 2800, 2801, 2802, 2806, 2810, 2929, 3073.6, 6310, 6311, 6399.7., as well as alleged violations of IWC Wage Orders), the

California Labor Code, or any other source thereof; and all costs and attorneys' fees related thereto. Moreover, with respect to the PAGA, the scope of the Parties' release includes all claims for civil penalties that have been or could have been brought by the State of California or anyone acting on its behalf under the PAGA; all such claims are extinguished and any further such claims arising out of the same time period shall be barred by collateral estoppel and res judicata.

2. Class Representative Release. In consideration of the Class Representative Enhancement award as described herein, Employee has agreed to the release of all claims (except those that cannot be released as a matter of law, such as workers' compensation claims), whether known or unknown, under federal law or state law against the Released Parties. Employee understands that this release includes unknown claims and that they are, 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."

3. Conditional Agreement to Class Treatment.

a. The Parties expressly note and agree that class certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or any other standard from this or any jurisdiction, and in fact the named Defendants (and all other Released Parties) take the position that no class action settlement can be maintained either in court or in arbitration absent the limited, revocable waiver herein for the particular named plaintiff for the purposes of this settlement only. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held before entering into the Settlement Agreement.

b. Indeed, the Parties expressly recognize that the Parties' pre-dispute agreements to submit to binding arbitration generally prohibit class-wide or other representative actions and/or relief. However, in the interest of efficiency—and solely for the purpose of and expressly conditioned upon obtaining all required judicial and administrative approvals required to fully implement this Settlement Agreement—Employee and the Company (as well as any affected Released Party) have each elected to agree to a limited waiver on the prohibition against class and other

representative actions. Should final approval not be ordered and/or confirmed by the Superior Court consistent with this Settlement Agreement—or should final approval be ordered on terms that vary from those set forth in this Settlement Agreement—then neither this Settlement Agreement, the limited waiver, nor any of the facts or circumstances related hereto can or should be interpreted as supporting any right by any party or any other putative class member to insist upon class-wide or other representative relief being available under the Parties' arbitration agreements. Moreover, any individual(s) who elects to exclude himself or herself from the Settlement Agreement and the terms thereof (through opt-out or otherwise) will not be able to benefit from any of the terms of the class settlement and shall not have the benefit of the limited waiver on class and/or representative claims including, but expressly not limited to the Parties' waiver of any claims or defenses, including, but expressly not limited to defenses against class-wide and other representative relief in arbitration, statute of limitations defenses, and defenses that would preclude the certification or establishment of any class of aggrieved or similarly situated claimants. The Parties expressly recognize that there has been no finding in this action that class-wide or other representative relief is justified under the facts and circumstances relating to the allegations raised by Plaintiffs in their actions. Indeed, the Company contends there is sharp dispute between the Parties as to whether class-wide or other representative relief would be available or appropriate, both because of the existence of arbitration obligations between the Parties and between all other members of the Settlement Class (including subclasses) and any Released Parties (which agreements do not provide for class-wide or other representative relief), and because the facts and circumstances relating to the allegations raised by Employee do not support class-wide relief under the California Code of Civil Procedure, because of a questions of commonality, typicality, etc. No member of the Settlement Class (including any who choose to exclude himself or herself from the Settlement Class) may rely on this Settlement Agreement or the terms thereof as they may be applied to other members of the Settlement Class as a basis for seeking to bring any existing or future class allegation or other claim.

IV. ALLOCATION OF GROSS SETTLEMENT FUND

The Gross Settlement Fund will be allocated as follows

1. Net Settlement Fund. The Settlement Administrator shall first deduct from the Gross Settlement Fund the amounts approved by the Court for the Attorneys' Fees and Costs awarded to Class Counsel, the Settlement Administration Costs, the PAGA Payment to the LWDA, and the PAGA Payment to the Aggrieved Employees. The remaining amount shall be

known as the “Net Settlement Fund,” which shall be distributed as described below as described in Paragraph VIII.1 of this Stipulation of Settlement.

2. **PAGA Distribution.** Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Fund has been set aside by the Parties and designated as civil penalties pursuant to PAGA. Per Labor Code section 2699(i), seventy-five percent (75%) of such penalties, or \$15,000.00, will be the PAGA Payment to the LWDA. The remaining twenty-five percent (25%), or \$5,000.00, will be payable as the “PAGA Payment to Aggrieved Employees,” as described below. (See Paragraph VIII.2.)

3. **Attorneys’ Fees and Costs.**

a. The Parties agree that Class Counsel will jointly request an award of attorneys’ fees as class counsel of up to one-third (1/3rd) of the Gross Settlement Fund, and the Company and Released Parties agree not to contest any request for fees up to that amount. Should the Court approve less than the requested amount, such reduced approval shall not be grounds for revocation or rescission of this Settlement. Class Counsel, all, one, or some, may elect to have the Settlement Administrator, directly or indirectly, disperse all or part of his attorneys’ fees award paid to him/her in periodic payments, through a structured settlement. Class Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of such award and shall be fully responsible for any taxes, costs, liabilities, attorneys’ fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. Class Counsel shall indemnify, defend, and hold Defendants harmless for any and all taxes, costs, liabilities, attorneys’ fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments. To the extent the Court approves any award for attorneys’ fees that does not equal 1/3rd of the Total Settlement Amount, Class Counsel retains the right to appeal the Court’s award. Should Class Counsel appeal the Court’s award, the difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending Class Counsel’s appeal. If Class Counsel’s appeal is unsuccessful, any funds not awarded to Class Counsel in possession of the Settlement Administrator will be added to the Net Settlement Fund for distribution to Settlement Class Members by the Settlement Administrator on a proportional basis relative to the size of their Settlement Shares, in accordance with other administration and distribution requirements hereunder, and Class Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Parties agree that the Court’s approval of any request for attorneys’ fees

and costs is not a condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis for Plaintiffs or their counsel to abrogate the Settlement Agreement. Employee acknowledges that he has been advised by this writing of the proposed award of fees associated with this Settlement and hereby consents thereto.

b. Class Counsel may also request reimbursement of up to Fifteen Thousand Dollars and Zero Cents (\$15,000) in actual and/or anticipated costs and other expenses incurred in connection with this action and the achievement of this settlement. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Should the Court approve less than the requested amount, such reduced approval shall not be grounds for revocation or rescission of this Settlement.

c. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it disburses the fee awards as approved by the Court. Court approval is required for any award of attorneys' fees and costs, and the Parties agree that they will provide information and documentation to support the approval of the requested costs. However, even in the event that the Court reduces or does not approve the requested award of attorneys' fees, Employee shall not have the right to revoke this settlement for that reason, and the settlement will remain binding;

4. Class Representative Enhancement. Up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) shall be allocated from the Gross Settlement Fund in recognition of the contributions of Employee to the achievement of this settlement. Employee participated actively in the preparation and prosecution of this action, and the contributions in time and risk by Employee were instrumental in achieving the settlement result. The Class Representative Enhancement is in addition to the payment to which Employee has the right to receive as a member of the Settlement Class. Court approval is required for any Class Representative Enhancement, and the Parties agree that they will provide information and documentation to support the approval of the requested enhancement. However, even in the event that the Court reduces or does not approve the requested Class Representative Enhancement, Employee shall not have the right to revoke this settlement for that reason, and the settlement will remain binding.

5. Settlement Administration Costs.

a. The Parties have agreed to engage a third-party administrator to administer this Settlement. The Gross Settlement Fund shall be deposited with the Settlement Administrator within thirty (30) calendar days of Final Approval (which, for this purpose, shall be defined as the date on which the Company receives notice of entry of an Order by the Court granting Final Approval) or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s)—including expiration of any time to seek reconsideration or further review. A separate amount for Employer Taxes will also be deposited with the Settlement Administrator at the same time.

b. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), will be drawn from the Gross Settlement Fund.

V. Settlement Administration Procedure

1. Conforming the Pleadings. As a condition of this Settlement, Employee agrees to file an amended complaint, if needed, to conform the pleadings to the discussions of allegations and liabilities between the Parties, as described above in connection with the scope of the claims released (see Part III, *supra*).

2. Motion for Preliminary Approval. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

a. Conditionally certifying the Settlement Classes for purposes of this Settlement Agreement;

b. Appointing Ian Pancer, Esquire and Thomas D. Rutledge, Esquire as Class Counsel;

c. Appointing Charles Craft as the Class Representative;

d. Approving Phoenix Class Action Administration Solutions, as Settlement Administrator;

e. Preliminarily approving this Settlement and its terms as fair, reasonable, and adequate;

f. Approving the form and content of a Notice Packet and directing the mailing of same; and

g. Scheduling a Final Approval hearing.

VI. Notice to Settlement Class

1. Notice Timing and Distribution. Submitted with the motion for preliminary approval will be draft Notice documents intended to provide efficient notice to members of the Settlement Class as follows:

a. Within twenty-one (21) business days after entry of an order preliminarily approving this Agreement, the Company and Released Parties will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of Semi-Monthly Pay Periods worked by each Settlement Class member during the Class Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

b. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

c. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are

re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or the Company's attorneys to provide notice of the proposed settlement.

2. Options Upon Notice. The Notice to Settlement Class will inform members of the Settlement Class of their options, including the following:

a. Notice of Settlement Award. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from records of the Company and/or Released Parties in order to calculate the Settlement Award, including the Settlement Class member's number of Semi-Monthly Pay Periods worked during the relevant Class Period, and the number of Semi-Monthly Pay Periods worked during the same period. Settlement Class members will have the opportunity, should they disagree with these records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

b. Requests for Exclusion.

(1) Any Settlement Class member who wishes to opt-out of the class settlement must complete and mail a Request for Exclusion to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

(2) The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the class settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the class settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the class settlement will not have the right to any recovery under the class settlement provisions and will not be bound by the terms of the class settlement or have any right to object, appeal or comment thereon, although the PAGA settlement and release provisions will apply to each such individual without any option for exclusion, and each such individual shall have the right to his or her share of the PAGA Distribution. Any Settlement Class Member who does not submit a Request for Exclusion is automatically deemed a participating Settlement Class Member; there is no requirement that any claim form be submitted.

(3) As noted in reaching this Settlement Agreement, the Parties expressly recognize that the Parties' pre-dispute agreements to submit to binding arbitration generally prohibit class-wide or other representative actions and/or relief. However, in the interest of efficiency—and solely for the purpose of and expressly conditioned upon obtaining all required judicial and administrative approvals required to fully implement this Settlement Agreement—Employee and the Company have each elected to agree to a limited waiver on the prohibition against class and other representative actions. Should final approval not be ordered and/or confirmed by the Superior Court consistent with this Settlement Agreement, then neither this Settlement Agreement, the limited waiver, nor any of the facts or circumstances related hereto can or should be interpreted as supporting any right by either party or any other putative class member to insist upon class-wide or other representative relief being available under the Parties' arbitration agreements. Moreover, any individual(s) who elects to exclude himself or herself from the Settlement Agreement and the terms thereof (through opt-out or otherwise) will not be able to benefit from any of the terms of the class settlement and shall not have the benefit of the limited waiver on class and/or representative claims including, but expressly not

limited to the Parties' waiver of any claims or defenses, including, but expressly not limited to defenses against class-wide and other representative relief in arbitration, statute of limitations defenses, and defenses that would preclude the certification or establishment of any class of aggrieved or similarly situated claimants. The Parties expressly recognize that there has been no finding in this action that class-wide or other representative relief is justified under the facts and circumstances relating to the allegations raised by Employee in the action. Indeed, the Company contends there is sharp dispute between the Parties as to whether class-wide or other representative relief would be available or appropriate, both because of the existence of arbitration obligations between the Parties and between all other members of the Settlement Class (including subclasses) and any Released Parties (which agreements do not provide for class-wide or other representative relief), and because the facts and circumstances relating to the allegations raised by Employee do not support class-wide relief under the California Code of Civil Procedure, because of a questions of commonality, typicality, etc. No member of the Settlement Class (including any who choose to exclude himself or herself from the Settlement Class) may rely on this Settlement Agreement or the terms thereof as they may be applied to other members of the Settlement Class as a basis for seeking to bring any existing or future class allegation or other claim for representative relief against the Company or any party whose release is contemplated by this Settlement Agreement, or as a basis for seeking to certify any class or subclass of individuals with allegations against the Company or any party whose release is contemplated by this Settlement Agreement. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all aggrieved individuals whether or not part of the class when approved by the Superior Court pursuant to California law.

(4) If ten percent (10%) or more of the Settlement Class members validly request exclusion from the class settlement, the Company may, at its sole discretion, elect to revoke this Settlement and its stipulation to class certification by communicating that decision to both the Settlement Administrator and Class Counsel, provided however, the Company will be responsible for any costs and fees incurred by the Settlement Administrator. If the class size or number of semi-monthly pay periods between the start of the class period through March 15, 2021 increases by more than 10% from the estimates Defendants provided to Plaintiff to induce this settlement (i.e., approximately 3250 putative Class Members and 74,000 semi-monthly pay periods between October 16, 2019, and March 15, 2021), there will be a pro rata increase to the Settlement Amount for any additional employees or semi-monthly pay periods from the start of the class period through March 15, 2021.

(5) The Parties and their counsel agree not to take any action to initiate any contact with any Settlement Class member to opt out of and/or object to the Settlement. The Parties recognize that a conflict would exist between Class Counsel and any potential member of the Class who elects to opt out, and that Class Counsel cannot represent any such individual.

c. **Objections.** Settlement Class members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and counsel for the Company, as well as file all such objections with the Court). Counsel for the Company and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Counsel for the Company and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Class Counsel and Counsel for the Company shall be permitted to submit a written response to any objections within ten (10) calendar days of the Final Approval hearing.

VII. Final Order and Judgment

1. Upon final approval of the Settlement, a Final Order and Judgment shall be entered by the Court which shall, among other things:

a. Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class, as a whole, and order the Parties to carry out the provisions of this Agreement.

b. Award amounts for Class Counsel Attorneys' Fees, Litigation Costs and Expenses, the Class Representative Enhancement, and Settlement Administration Expenses.

c. Adjudge that the Settlement Class Members are conclusively deemed to have released The Company and the Released Parties of and from any and all rights, claims, demands, liabilities, causes of action, liens and judgments arising out of or in any way related to the matters within the scope of the Litigation, consistent with the broad release provisions herein.

d. Bar and permanently enjoin each Settlement Class Member from prosecuting against the Released Parties any and all of the Released Claims which the Settlement Class Members have arising out of, based upon, or otherwise related to the Litigation.

e. Confirm that the Parties' resolution of claims under PAGA meets all required standards and that the release of such claims as set forth in this Settlement precludes the State of California or any other representative thereof (including any other aggrieved employee) from pursuing claims released herein on behalf of itself or any aggrieved employee affected by this Settlement and its release terms.

f. Dismiss this action without prejudice as to all putative class members who are not Settlement Class Members.

g. Dismiss this action with prejudice as to all Settlement Class Members.

2. The Court shall reserve continuing jurisdiction as required to effectuate the provisions set forth herein.

VIII. Distribution of Settlement Proceeds

1. Net Settlement Fund.

a. As noted above, Settlement Class members are not required to submit a claim form to receive a payment from the Settlement.

b. Allocation of the Net Settlement Fund to each Settlement Class Member will be based on each Class Member's pro rata share of the total number of semi-monthly pay periods within the relevant Subclass Settlement Period. For each individual, this share is calculated as the number of semi-monthly pay periods worked by the individual within the Subclass Period for the Company or any Released Party divided by the total number of semi-monthly pay periods worked by all Subclass Members during the same period.

2. PAGA Payment to Aggrieved Employees.

a. \$20,000.00 of the Gross Settlement Fund has been designated as civil penalties under PAGA, of which 25% (\$5,000) shall be distributed to affected aggrieved individuals. Each Settlement Class Member (including those who submit a Request for Exclusion from the class settlement) who was employed by the Company or any Released Party at any time during the period from October 19, 2019, through the date of preliminary approval of this Settlement shall receive a portion of the PAGA Payment to Aggrieved Employees proportionate to the number of Semi-

Monthly Pay Periods that he or she worked during that time period, which shall be calculated by multiplying the PAGA Payment to Aggrieved Employees by a fraction, the numerator of which is each individual's number of Semi-Monthly Pay Periods worked during the PAGA Period, and the denominator of which is the total number of Semi-Monthly Pay Periods worked by all participating Settlement Class members (including those who submit a Request for Exclusion from the class settlement) during the PAGA Period.

3. Distribution Timing and Reporting.

a. Within ten (10) calendar days following deposit by the Company of the Gross Settlement Amount with the Settlement Administrator the Settlement Administrator shall: (i) calculate Settlement Award amounts and provide the same to counsel for review and approval; (ii) upon approval by counsel, prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members; and, (iii) pay the withholdings to the applicable authorities with the necessary reports, submitting copies to counsel for the Company.

b. For purposes of calculating applicable taxes and withholdings, each Class Settlement Award shall be allocated as follows: four-fifths (4/5) as penalties and interest; and one-fifth (1/5) as wages. (The entire PAGA Payment to Aggrieved Employees is considered penalties.) The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Note: The Settlement Administrator will also calculate the amount of employment taxes owed by the Company on the wage portion of the distribution, and the Company will provide the amount of such employment taxes separate and apart from the Gross Settlement Amount; this is the only element of costs or other expenses that is not taken from the Gross Settlement Amount. The Settlement Administrator will handle submission of employer-side employment taxes on behalf of the employer through a suitable power of attorney.

4. Non-Reversionary Settlement.

a. Each member of the Settlement Class who receives a Settlement Award (and all recipients of PAGA Distribution shares) must cash such checks within 180 days from the date of mailing by the Settlement Administrator. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be distributed in accordance with California law, including Code of Civil Procedure section 384. Neither Employee nor the Company shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of

checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

If any check issued to a Settlement Class Member is returned as undeliverable, the Settlement Administrator shall make reasonable efforts to locate the Class Member by conducting a National Change of Address Search and re-mail the check. After one hundred eighty calendar days (180) from the date of first issuance, all the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Hire Heroes USA (an IRC § 501(c) charitable organization committed to helping returning U.S. service members find rewarding careers nationwide at no cost to veterans) in the names of the Settlement Class Members who did not cash their checks. The Parties agree that this disposition results in no “unpaid residue” under California Code of Civil Procedure section 384, as the entire Net Settlement Fund will be paid out to Settlement Class Members, whether or not they all cash their Settlement Checks. Therefore, the Company will not be required to pay any interest on said amount.

IX. Miscellaneous Terms.

1. No Effect on Other Benefits. The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

2. Limitation on Public Statements About Settlement. Employee and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. However, for the limited purposes of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this action, the gross settlement amount, gross and net settlement award per class member, amount of attorneys’ fees awarded and the venue/case number of this action for such purposes within declarations filed in other litigation. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision does not limit Class Counsel from complying with ethical obligations.

3. No Admission of Liability or Class Certification for Other Purposes. The Company denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims, including disputes regarding whether any party may seek relief for disputes in a judicial forum and/or in a collective action for which no collective action is authorized under dispute resolution agreements requiring arbitration of disputes. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by the Company or any Released Party, or an admission by Employee that any of the claims were non-meritorious or any defense asserted by the Company was meritorious. This Settlement and the fact that Employee and the Company were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152, and neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Employee or the Company, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Parties in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

4. Waiver and Amendment. The Parties may not waive, amend, or modify any material provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. Nonmaterial amendments or modifications to this Agreement may be made in writing between Class Counsel and Defendants' Counsel without the need to seek the Court's approval. A waiver or

amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

5. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

a. if to Employee and the class:

Ian Pancer, Esq.

105 West F Street, Suite 400
San Diego, CA 92010
(619) 955-6653 tel.

Thomas D. Rutledge, Esq.
113 West G Street, Suite 231
San Diego, CA 92101
(619) 886-7224 tel.

b. If to the Company

David J. Reese
Fine, Boggs & Perkins LLP
111 West Ocean Blvd., Suite 2400
Long Beach, California 90802
(562) 366-0861 tel

6. Stay. All proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement, including moving for preliminary approval and final approval of this Settlement, are hereby stayed.

7. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings before the date hereof relating to the subject matters hereof.

8. Counterparts. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts, by electronic signature (such as via DocuSign) and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

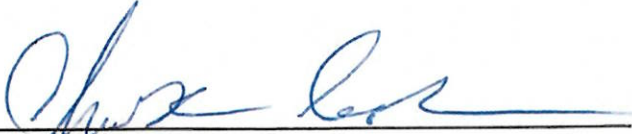
9. Authorization and Cooperation. Class Counsel warrant and represent that they are authorized by Employee, for whom they are the attorneys of record, and the attorneys of record for the Company warrant and represent that they are authorized by the Company, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties agree to seek the assistance of the Mediator, and if agreement remains out of reach, the Court. In all cases, all such documents, supplemental provisions and assistance of the Court shall be consistent with this Agreement.

10. Successors. This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

11. California Law. All terms of this Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. Representation by Counsel. The Parties have each been represented by counsel and have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any party on the basis that the party was the drafter or participated in the drafting.

9/2/21
Date



CHARLES CRAFT
Individually

8-18-21
Date



PENSKE AUTOMOTIVE GROUP, INC.

George Rysik CFO

print name and title

9. Authorization and Cooperation. Class Counsel warrant and represent that they are authorized by Employee, for whom they are the attorneys of record, and the attorneys of record for the Company warrant and represent that they are authorized by the Company, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties agree to seek the assistance of the Mediator, and if agreement remains out of reach, the Court. In all cases, all such documents, supplemental provisions and assistance of the Court shall be consistent with this Agreement.

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Date

CHARLES CRAFT
Individually

8-18-21

Date



PENSKE AUTOMOTIVE GROUP, INC.

George Rousik CFO

print name and title

8-18-21

Date


UAG ESCONDIDO M1, INC.

George Rysik CFO
print name and title

Date

IAN PANCER, Esquire

Attorneys for the Proposed Settlement Class

Date

THOMAS D. RUTLEDGE, Esquire

Attorneys for the Proposed Settlement Class

Date

David Reese
John Boggs
FINE, BOGGS & PERKINS LLP
Attorneys for the Company and the Released
Parties

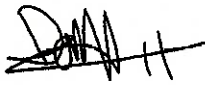
Date

UAG ESCONDIDO MI, INC.

print name and title

9/8/2021

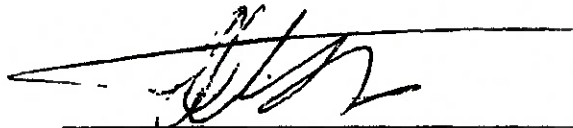
Date


IAN PANCER, Esquire

Attorneys for the Proposed Settlement Class

9-8-21

Date


THOMAS D. RUTLEDGE, Esquire

Attorneys for the Proposed Settlement Class

9/8/21
Date


David Reese
John Boggs
FINE, BOGGS & PERKINS LLP
Attorneys for the Company and the Released
Parties

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CHARLES CRAFT, individually, on
behalf of similarly situated individuals,
and on behalf of all Aggrieved
Employees,

Plaintiff,

vs.

UAG ESCONDIDO M1, INC., and
DOES 1 through 50,

Defendants.

CASE NO. 37-2021-00000982

**NOTICE OF PENDENCY OF
PUTATIVE CLASS ACTION,
PROPOSED SETTLEMENT, AND
HEARING DATE FOR COURT
APPROVAL**

Dept.: C-75

Judge: Hon. Richard Strauss

Complaint Filed:

Trial Date: <<Hearing>>

TO: All individuals who were employed in California by UAG ESCONDIDO M1, INC. or any other dealership within the Penske Automotive family of dealerships as nonexempt employees at any time from October 19, 2019, through the date of <<preliminary approval>>.

Please read this notice carefully. This notice permits you to file a notice of objection on or before <<45 days after notice mailed>> if you wish to object to the proposed settlement, or to submit a request for exclusion on or before <<45 days after notice mailed>> if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.

Pursuant to the order of the San Diego County Superior Court, entered <<preliminary approval>>, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the parties in the lawsuit identified in the caption above, pending in San Diego County Superior Court, on behalf of the Settlement Class described above, which has been provisionally certified for purposes of this settlement.

You have received this notice because records indicate you qualify as a member of the Settlement Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

I. BACKGROUND OF THE CASE

On January 8, 2021, Employee filed a PAGA complaint in San Diego County Superior Court, entitled Craft v. Penske Automotive Group, Inc., et al., which claim was assigned Case No. 37-2021-00000982-CU-OE-CTL. The Complaint asserted claims against the Company on behalf of Craft and other current and former employees (aggrieved employees), including (a) failure to pay minimum/regular wages; (b) failure to pay overtime wages; (c) failure to timely pay wages; (d) failure to comply with meal and rest break provisions; (e) failure to provide accurate wage statements; (f) failure to maintain accurate payroll records; (g) failure to reimburse business expenses; and (h) failure to comply with paid sick leave requirements. In addition, the complaint asserted generally additional violations of a broad range of Labor Code provisions, asserting entitlement to civil penalties resulting from each of these allegations under the Labor Code Private Attorney General Act (PAGA), Labor Code section 2698, *et seq.* Following the filing of this suit, Plaintiffs filed a First Amended Complaint alleging class claims for the same above allegations.

Penske and its dealerships (collectively “Penske”) contend that the claims in the litigation are without merit, and dispute all claims for damages, penalties, and other relief. No court has ruled on the merits of the litigation.

The parties engaged in substantial investigation and informal discovery in connection with the litigation. Penske and its dealerships provided documents and detailed information to counsel for Craft to review and analyze, including sampled payroll and other records on randomly selected employees across several job classifications.

Counsel for the employees believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the proposed settlement is fair, reasonable and adequate.

After a full day of mediation with Ms. Jill Sperber, Esq., the Parties agreed to a Mediator’s Proposal that laid out the terms of the settlement described in this Notice. The Class Action Settlement Agreement has been granted preliminary approval by the Court. The Agreement provisionally certifies the Settlement Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Craft and Class Counsel support this settlement. Among the reasons given for support include the risk that class certification could be denied, that each putative class member could be compelled to arbitration on an individual basis, the inherent risk of trial on the merits, and the delays associated with litigation and appeals.

The settlement provides for the following:

A. Gross Settlement Fund: Penske will pay Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) to settle the litigation. This settlement fund shall consist of the following elements: (a) a Net Settlement Fund that will be distributed to the members of the Settlement Class, comprising the majority of the Gross Settlement Fund; (b) Payment to the California Labor and Workforce Development Agency and a related distribution to aggrieved employees; (c) Class Settlement Administration Expenses; (d) Attorneys' Fees and Costs incurred in pursuing the action; and (e) a modest enhancement to reflect the risk and contribution of the Class Representative. Each of these components is described below.

B. Net Settlement Fund: The Net Settlement Fund consists of all funds remaining from the Gross Settlement Fund after subtraction of Plaintiff's Attorneys' Fees, Plaintiff's Litigation Expenses, Class Representative Enhancement, PAGA Payment to the LWDA, and Settlement Administration Expenses. The Net Settlement Fund will be distributed to the Settlement Class as described below.

C. Private Attorneys General Act (PAGA) Allocation: The parties have designated \$20,000.00 of the Gross Settlement Fund as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, 75% (\$15,000.00) will be paid to the California Labor and Workforce Development Agency (LWDA), and the remaining 25% (\$5,000.00) shall be distributed to aggrieved employees, whether or not they elect to exclude themselves from the class settlement as permitted herein.

D. Settlement Administration Expenses: The parties have selected, and the Court has approved, Phoenix Settlement Administrators to administer the settlement. Upon final approval, Class Counsel will request that the Court approve a payment to Phoenix Settlement Administrators to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Net Settlement Fund, and other activities required to administer the settlement. The parties estimate that the payment to Phoenix Settlement Administrators will be no greater than \$35,000, which shall be paid from the Gross Settlement Fund.

E. Plaintiffs' Attorneys' Fees: Class Counsel anticipates requesting an attorneys' fee award equal to one-third (1/3) of the Gross Settlement Fund (\$191,667), subject to court approval, which shall be paid from the Gross Settlement Fund.

F. Plaintiff's Litigation Expenses: Class Counsel anticipates requesting an award of no more than \$15,000.00, subject to court approval, as reimbursement for litigation costs, which shall be paid from the Gross Settlement Fund.

G. Class Representative Enhancement: Craft anticipates requesting an award of no more than \$15,000.00, subject to court approval, for his role as Class Representative, which shall be paid from the Gross Settlement Fund.

III. DISTRIBUTIONS TO CLASS MEMBERS

Upon approval of the Settlement, the Net Settlement Fund will be distributed to class members who do not choose to exclude themselves from the settlement. Under the terms of the Settlement, the Net Settlement Fund will be distributed to Settlement Class Members based on each Class Member's *pro rata* share of the total number of semi-monthly pay periods worked within the Class Period. This share is calculated as the number of semi-monthly pay periods worked by each individual within the Class Period divided by the total number of semi-monthly pay periods worked by Class Members during the same period.

Settlement Payments are payments for all claims in the Litigation or that reasonably could have been asserted based on the causes of action, claims and allegations in the Litigation. Of the payments to individual Settlement Class Members, one-fifth (20%) shall be designated as wages subject to payroll withholding to be reported on IRS Form W-2s where required by law, and four-fifths (80%) shall be designated as penalties and interest to be reported on IRS Form 1099s where required by law. Penske shall be responsible for paying the employer's share of payroll taxes on any amounts allocated as wages. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or her Settlement Payment or Class Representative Enhancement. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

In addition to the Net Settlement Fund distribution, each affected Class Member who worked between October 19, 2019, and the date of preliminary approval of the Settlement Agreement (the "PAGA Period") will be entitled to a *pro rata* share of the \$5,000 PAGA distribution. Each affected individual's share is calculated as the number of semi-monthly pay periods worked by each individual within the PAGA Period divided by the total number of semi-monthly pay periods worked by all class members during the same period.

IV. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Settlement Class Member are represented by Craft and Class Counsel. Unless you exclude yourself from the Settlement Class, you are a part of the Settlement Class, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the Court, and you will be deemed to have released certain claims as described below. As a member of the Settlement Class you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and costs.

A. Participating in the Settlement

If you qualify for inclusion in the Settlement Class and you wish to participate in the settlement, **you are NOT required to take any action**. If the Court grants final approval to the settlement and you qualify as a Settlement Class Member, you will

receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Penske and all related or affiliated entities from any and all wage related claims that you may have based on the allegations in the lawsuit.

B. Objecting to the Settlement

If you do not agree with the terms of the Settlement, you can object to the settlement before final approval. However, if the Court rejects your objection you will still be bound by the terms of the settlement. To object, you must submit a written objection and a notice of intention to appear at the Final Approval Hearing by <<45 days after notice mailing>> to the Class Settlement Administrator at the following address:

[Settlement Administrator name and address].

Any written objections must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, telephone number, and the dates of your employment as a qualified member of the Settlement Class defined above. To be valid and effective, any objection to approval of the settlement must be postmarked and mailed to the Class Settlement Administrator no later than <<45 days after notice mailed>>. **PLEASE DO NOT TELEPHONE THE COURT.**

C. Excluding Yourself from the Settlement

If you qualify for inclusion in the Class but you do not wish to participate in the class settlement, you may exclude yourself (*i.e.*, “opt-out”) by submitting a letter requesting exclusion to the Class Settlement Administrator. Your letter must be signed by you personally, and must clearly state: (1) your name, address, telephone number, the last four digits of your social security number, and the dates of your employment; and (2) your wish to be excluded from the Settlement Class. **Your letter requesting exclusion must be postmarked and mailed on or before <<45 days after notice mailed>> and mailed to the Class Settlement Administrator at the following address:**

<<Name, Address and Telephone Number of Settlement Administrator>>

Any person who timely submits a letter following the procedures above to request exclusion from the Class shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the class settlement, may not object to the class settlement, and shall receive no payment or benefits from the class settlement. Any such person will not release any individual claims he or she may have against Penske. However, self-exclusion from the class portion of the settlement has no effect upon the settlement of claims under PAGA on behalf of aggrieved individuals. Thus, even those who elect to exclude themselves from the settlement will receive their portion of the distribution of PAGA penalties to aggrieved employees.

If you exclude yourself from the Class Settlement, you will NOT receive any money from the Class Settlement but you will receive your share of the PAGA distribution to aggrieved employees, provided you worked during the PAGA Period.

D. Challenging the Record of Your Pay Periods Worked

The Settlement Allocation form that accompanies this notice states Penske's record of your pay periods worked within the Settlement Period. If you believe this information as stated on the Settlement Allocation Form to be inaccurate, you may state what you believe the correct number to be, and provide supporting documentation. The Settlement Administrator will then decide whether this information should be revised. **Your written dispute must be postmarked and mailed on or before <<45 days after notice mailed>> and mailed to the Class Settlement Administrator at the following address:**

<<Name, Address and Telephone Number of Settlement Administrator>>

You may also provide corrected name, address, and/or telephone information on the Settlement Allocation Form.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Upon the Court's final approval of the class settlement and entry of final judgment, each class member shall be deemed to have released Penske, and all of its parents, subsidiaries, predecessors, successors, and affiliates, and all of their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents, attorneys, and benefit plans (collectively the "Released Parties") from any and all "Settlement Class Members' Released Claims." For the purposes of this Agreement, the Settlement Class Members' Released Claims are defined as:

all claims for relief of any kind based on the allegations raised by Plaintiff and all transactions and occurrences upon which those claims were based, including all legal remedies and damages; all injunctive remedies and restitution; all statutory damages and civil penalties under PAGA (including, but expressly not limited to relief demand for alleged violations of Labor Code sections 96, 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213, 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232, 232.5, 233, 234, 351, 353, 403, 404, 432.2, 432.5, 432.7, 435, 450, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 967, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1197, 1198.3, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 16783, 1695, 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, 2673, 2673.1, 2695.2, 2800, 2801, 2802, 2806, 2810, 2929, 3073.6, 6310, 6311, 6399.7., as well as alleged violations of IWC Wage Orders), the California Labor Code, or any other source thereof; and all costs and attorneys' fees related thereto. Moreover, with respect to the PAGA, the scope of the Parties' release includes all

claims for civil penalties that have been or could have been brought by the State of California or anyone acting on its behalf under the PAGA; all such claims are extinguished and any further such claims arising out of the same time period shall be barred by collateral estoppel and res judicata.

The Scope of Settlement and the release of claims herein is intentionally intended by the Parties to be as broad as possible and include “all claims,” which is expressly intended by the Parties to “includ[e] ‘claims that are not expressly enumerated in the release’” as recognized by the Court of Appeal in Villacres v. ABM Industries, Inc. ((2010) 189 Cal.App.4th 562, 587 [acknowledging broad waiver of potential claims, including PAGA-based claims].) Thus, the Parties intend this release to cover all claims for relief of any kind based on the allegations raised by Plaintiffs and all transactions and occurrences upon which those claims were based, including all legal remedies and damages; all injunctive remedies and restitution; all statutory damages and civil penalties under PAGA (including, but expressly not limited to relief demand for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226(e), 226.3 510, 512, 516, 1194, 1197, 1198, and 2802, and alleged violations of IWC Wage Orders), the California Labor Code, or any other source thereof; and all costs and attorneys’ fees related thereto. Moreover, with respect to PAGA, the scope of the Parties’ release includes all claims for civil penalties that have been or could have been brought by the State of California or anyone acting on its behalf under PAGA; all such claims are extinguished and any further such claims arising out of the same time period shall be barred by collateral estoppel and res judicata.

B. Payment to Settlement Class Members

The distribution of the Settlement Fund will begin approximately twenty (20) days after final court approval of this Settlement, and all appeals and rights to appeal are exhausted.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department C-75 of the San Diego County Superior Court, 330 W. Broadway, San Diego, California, 92101 **on** **2022**, at **_____m.**, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel’s request for Plaintiff’s Attorneys’ Fees, Plaintiff’s Litigation Expenses, and the Class Representative Enhancement to be paid to the Class Representative. Class Counsel’s application for attorneys’ fees and reimbursement of expenses will be on file with the Court no later than ten (10) days before this hearing, and will be available for review after that date.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing. (However, you are permitted to appear if you have timely filed an objection and notice of intent to appear.)

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. Should you desire additional information, you may contact Class Counsel as follows:

Ian Pancer, Esq
The Law Office of Ian Pancer
105 West F Street, Suite 400
San Diego, California 92101
Phone: (619) 955-6653
ian@sandiegolegal.net

Thomas D. Rutledge, Esq.
113 West G Street, Suite 231
San Diego, California 92101
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

If you wish to review the precise terms and conditions of the settlement, you are referred to the detailed Class Action Settlement Agreement, which is on file with the Clerk of the Superior Court. The pleadings and other records in this litigation including the Class Action Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, 330 W. Broadway, San Diego, California, 92101.

Settlement Award checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be distributed to the Hire Heroes USA, in the names of the Settlement Class Members who did not cash their checks. If you lose or misplace a check, you should contact the Settlement Administrator immediately to request a replacement.

This notice is available in Spanish upon request by contacting Phoenix Settlement Administrators at 888-613-5553 or 800-784-2174 or by email to info@phoenixclassaction.com.

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA

1 Thomas D. Rutledge (SBN 200497)
2 Attorney-at-Law
3 16956 Via de Santa Fe, Suite 1847
4 Rancho Santa Fe, California 92091-4606
5 Telephone: (619) 886-7224
6 Email: thomasrutledgelaw@gmail.com

7 Ian Pancer (SBN 246600)
8 The Law Office of Ian Pancer
9 105 West F Street, Suite 400
10 San Diego, California 92101
11 Phone: (619) 955-6653
12 Facsimile: (619) 374-7410

13 Attorneys for Plaintiffs and the Conditionally Certified Class

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SAN DIEGO-CENTRAL DIVISION

16 CHARLES CRAFT, an individual in his
17 representative capacity on behalf of all
18 Aggrieved Employees,

19 Plaintiffs,

20 v.

21 UAG ESCONDIDO M1, Inc., *et al.*, and
22 DOES 1 through 50,

23 Defendants.

) Case No.: 37-2021-00000982-CU-OE-
) CTL

) **DECLARATION OF THOMAS D.
) RUTLEDGE ISO PLAINTIFFS'
) MOTIONS FOR ATTORNEYS'
) FEES, COSTS, CLASS
) REPRESENTATIVE
) ENHANCEMENT AWARD, AND
) ADMINISTRATION EXPENSES
) AND FINAL APPROVAL OF THE
) CLASS SETTLEMENT**

) Judge: Hon. James A.
) Mangione
) Hearing Date: April 1, 2022
) Courtroom: C-75
) Time: 9:00 a.m.

) Complaint Filed: January 8, 2021
) Trial Date: N/A

) **[Not. of Mot., Mem. of P&A's, and
) Declarations of Thomas D. Rutledge
) and Ian Pancer filed concurrently
) herewith]**

I, THOMAS D. RUTLEDGE, declare and state as follows:

2. This declaration is submitted in support of Plaintiffs' Motions for Attorneys' Fees, Costs, Enhancement Awards for The Class Representatives, and Administration Expenses and Final Approval of The Class Settlement.

3. During all times relevant, the Law Office of Thomas D. Rutledge consist of me, one associate, several paralegals, and support staff during all times relevant to this litigation.

5. I have been licensed to practice law for more than 27 years.

6. Before practicing law, I served the public in a number of capacities.

7. From about April 1987 to April 1994, for example, I served in the U.S. Army National Guard as a Private First Class in a combat engineer's unit and in 1990, after receiving my commission from the Massachusetts' State Officers' Candidate School, I served as a field artillery officer, mortar platoon leader, and thereafter as an infantry company executive officer.

8. In 1990, I received a B.A. in History and Political Science from the University of Massachusetts, Boston, Massachusetts.

9. In 1992, I received a C.S.S. in Management and Administration from Harvard University, Cambridge, Massachusetts.

10. In 1995, I received a J. D. from Temple University and became a member of the State Bars of Florida and Massachusetts.

1 11. In 1999, I was admitted to the California Bar.

2 12. I am an active member of the California Employment Lawyers
3 Association and the Consumer Attorneys of San Diego (“CASD”), and a former
4 member of the National Employment Lawyers Association.

5 13. I am the former Co-Chairman to the San Diego County Bar Association
6 Labor and Employment Law Section.

7 14. I am a former Board of Director for the CASD.

8 15. I am a former U.S. Navy Judge Advocate General’s (“JAG”) Corps
9 attorney.

10 16. From 1995 to 2008, I served on active duty (1995-2002) and in the
11 reserve (2002-2008) in various capacities as a prosecutor, defense attorney, tax
12 officer, and staff judge advocate in the U.S. Navy JAG Corps handling hundreds of
13 criminal and civil litigation matters and preparing thousands of state and federal tax
14 returns.

15 17. I served a total of 20 years in the U.S. military retiring from the U.S.
16 Naval Reserve in 2008.

17 18. From 2002 to 2004, I was a litigation associate at Christensen, Miller,
18 Fink, Jacobs, Glaser, Weil & Shapiro LLP in Los Angeles, California, a firm of more
19 than 100 lawyers at that time, working on complex litigation.

20 19. From 2004 to 2009, I was a litigation associate for Branton & Wilson,
21 APC, a firm of more than 15 lawyers at that time, working mostly on employment
22 law matters (defense and plaintiff).

23 20. From 2009 to the present, I have focused my practice almost exclusively
24 on prosecuting employment law claims on behalf of employee-plaintiffs, with a very
25 small part of my practice devoted to personal injury, landlord-tenant, and family law
26 matters.

27 21. All my employee-plaintiff cases, including this case, are accepted on a
28 nothing down contingency fee basis.

22. As to this case only, my office partnered up with Mr. Ian Pancer wherein we entered a fee sharing agreement (later signed by the named Plaintiff) that provides a fee split of 50% to my office and 50% to Mr. Pancer, the metrics of which is generally based on the contributions of each firm to the cases.

23. I personally have represented hundreds of plaintiffs and thousands of class members in more than three dozen class and/or representative (Private Attorney General Act) actions prosecuting wage and hour claims against employers, more than 15 of which were certified as class actions. (See, e.g., *Julio, et al. v. Express Tires*, S.D. Superior Court Case No.: 37-2010-00097801; *Epton v. ADP TotalSource, et al.*, U.S.D.C. Case No.: 11cv0856-JM; *Tuter, et al. v. King's Seafood Company, LLC, et al.*, San Diego Superior Court Case No.: 37-2011-00084756; *Crosby v. CHMB*, San Diego Superior Court Case No.: 37-2011-0087583-CU-OE-CTL; *Diego v. JMS Properties LLC, et al.*, San Diego Superior Court Case No.: 37-2013-00056177-CU-OE-CTL; *Mitchell, et al. v. Phone Ware Inc., et al.*, San Diego Superior Court Case No.: 37-2014-00008449-CU-OE-CTL; *Long, et al. v. Stanley Black & Decker, Inc., et al.*, U.S.D.C. Case No.: 14CV1246 JLS BGS; *Villagrana v. 7-Eleven*, San Diego Superior Court Case No.: 37-2014-00008449-CU-OE-CTL; *Parnell, et al. v. Harte-Hanks Shoppers, Inc., et al.*, Orange Superior Court Case No.: 10-2014-00736236-CU-OE-CXC; *Martz v. T.R.L. Systems, Inc.*, San Bernardino Superior Court Case No.: CIVDS1515312; *Rosentein v. Pratt and Whitney, et al.*, U.S.D.C. Case No.: 15CV2183 JM/JLB; *Don v. Penn*, San Diego Superior Court Case No.: 37-2016-00025005; *Scott v. Coastal Trans. Serv.*, San Diego Superior Court Case No.: 37-2016-00020248; *Horton v. Neostrata*, U.S.D.C. Case No.: 16CV2189 AJB JLB; *Velez v. CoWorx Staffing Services LLC*, San Bernardino Superior Court Case No.: CIVDS1803229, *Logachev v. Cerna Healthcare, LLC, et al.* Orange County Superior Court Case Number: 30-2020-01126240-CU-OE-CXC (J. Claster) any many others).

24. I have attended dozens of lectures presented by legal professionals on the topic of prosecuting class action litigation in the last 15 years, I have tried wage and

1 hour cases in the Superior Court of California, I have appeared before the Labor
2 Commissioner on scores of wage claims, and I have handled the representation of
3 parties in dozens of mediations before well-known mediators, such as Messrs. Mark
4 Rudy, Jeff Ross, Mike Dickstein, Robert Kaplan, and Judge Herbert B. Hoffman
5 (Ret.).

6 25. This Settlement is fair and reasonable and I highly recommend the Court
7 finally approve the Settlement.

8 **Reasonableness of Attorneys' Fees Requested.**

9 26. My hourly rate in this case is \$917.

10 27. Because most plaintiffs cannot pay for my services on an hourly basis, I
11 represent virtually all my wage and hour employment law clients (plaintiffs) on a
12 contingency fee basis, including this case too.

13 28. Pursuant to this arrangement, I am uncompensated for my time unless
14 and until I prevail at trial or successfully settle my client's case.

15 29. Because I am taking the risk that I will not be reimbursed for my time
16 and expenses incurred unless my client settles or wins his or her case, I cannot afford
17 to represent clients for less than my hourly rate.

18 30. Indeed, given the risk of litigation, it is important that I obtain a
19 multiplier when necessary to my regular hourly rate to offset those cases where no
20 recovery is obtained.

21 31. I undertook the representation of the Plaintiffs in this litigation at great
22 financial risk, such as winning nothing at all and not being able to accept the many
23 other cases I had to turn down, because I believed employer violated their rights
24 under the wage and hour laws of this state.

25 32. Because of my experience, I am aware of the prevailing hourly rates
26 charged by knowledgeable and experienced attorneys in the field of employment law
27 in Southern California and my office's hourly rates, which are between \$875 and
28 \$1,000, are in line with rate typically approved in wage and hour class action

1 litigation and which rates have been approved by courts in California, e.g., Los
2 Angeles, Sacramento, San Francisco, Orange County, and San Diego County Superior
3 Courts.

4 33. Attorney fee rates generally range from approximately \$600 per hour at
5 the low end of the scale to approximately \$1,250 per hour at the high end of the scale
6 for an attorney of my skill experience.

7 34. The regular hourly rate I have charged for my services in this litigation is
8 reasonable and justified based on my knowledge and years of experience.

9 35. My contemporaneous billing records show the time I spent litigating this
10 case, a true and correct copy of which are attached hereto and marked as **Exhibit 1**.

11 36. My fees are consistent with noted sources, such as the 2021-22 Laffey
12 Matrix, a true and correct copy of which is attached hereto and marked as **Exhibit 2**.

13 37. My fees are also consistent with the fees charged by other attorneys in
14 California as demonstrated by the 2014 National Law Journal Billing Survey, a true
15 and correct copy of which is attached hereto and marked as **Exhibit 3**.

16 38. Notwithstanding the general rule in favor of a fee award of 1/3 of the
17 Gross settlement, Class Counsel's rates under the lodestar method using the *Laffey*
18 Matrix demonstrates the reasonableness of the fee request.

19 39. The *Laffey* Matrix originated in *Laffey v. Northwest Airlines*, 572 F.
20 Supp. 354 (D.D.C. 1983), reversed, 746 F.2d 4 (D.C. Cir. 1984), overruled, *Save Our*
21 *Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988) (*en banc*).

22 40. Counsel in the *Laffey* case compiled evidence from firms showing the
23 market rates in the District of Columbia for complex federal litigation to show the
24 court prevailing market rates.

25 41. The evidence in the foregoing cases was analyzed and a matrix of rates
26 for attorneys at various experience levels was created, later becoming known as the
27 *Laffey* Matrix.

28 42. Attorneys in cases where they must establish the prevailing market rates

1 in their jurisdiction for fee award requests, including California, often cite to the
2 *Laffey Matrix*.

3 43. The *Laffey Matrix* is a useful tool easily accessible to practitioners and is
4 widely regarded by many courts in the U.S. as a source for courts to gauge the
5 prevailing rates for attorneys in the local community.
6 www.en.wikipedia.org/wiki/Laffey_Matrix.

7 44. The *Laffey Matrix* is updated annually by an independent group to stay
8 consistent with inflation or recent trends in the market.

9 45. The current version of the *Laffey Matrix* can be found at
10 www.laffeymatrix.com.

11 46. Many California courts have held that the *Laffey Matrix* is “a widely
12 recognized compilation of attorney and paralegal rates based on various levels of
13 experience.” *Theme Promotions v News American Marketing FSI*, 731 F. Supp. 2d
14 937, 948 (N.D. Cal. 2010) (using the *Laffey Matrix* to determine reasonable attorneys'
15 fees rates); *Ramirez v. Escondido Unified School District*, 2014 WL 12675859, at *2
16 (S.D. Cal., Apr. 17, 2014, No. 11CV1823 DMS (BGS)) (“When used in a given case,
17 the *Laffey Matrix* is adjusted to the federal locality pay differentials for the relevant
18 community for the relevant year.”).

19 47. While a trial court is not "required to follow the *Laffey Matrix*" in setting
20 reasonable hourly rates, neither is it an abuse of discretion to do so. *Syers Properties*
21 *III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 702 (2014); *see also Nemecek & Cole v.*
22 *Horn*, 208 Cal. App. 4th 641, 650-651 (2012).

23 48. Some California federal courts have adjusted the *Laffey Matrix* upwards
24 based upon the higher costs of living in California. *In Re HPL Technologies, Inc.*
25 *Securities Litigation*, 366 F. Supp. 2d 912, 921 (N. Dist. Cal. 2005); *see also Garnes*
26 *v. Barnhardt*, 2006 U.S. Dist. LEXIS 5938 (N. Dist. Cal. 2006).

27 49. The hourly rates Class Counsel specify in their moving papers are
28 supported by the *Laffey Matrix*.

50. According to the *Laffey* Matrix, the prevailing market rate for an attorney with more than 26-years of experience, such as myself for example, is \$919 per hour and the prevailing rate for attorneys with more than six years of experience, such as Mr. Pancer, for example, is \$764 per hour.

51. My fees are also supported by precedent. See *Margolin v. Regional Planning Comm'n*, 134 Cal. App. 3d 999, 1005 (1982) (previous rates awarded to the attorneys in question are the best evidence of their reasonable rates).

52. In three different courts in San Diego County, judges have awarded me fees commensurate with the fees requested here adjusted by inflation. See e.g., *Olshansky, et al. v. ATC Healthcare Services, LLC*, et al. S.D.S.C. Case No. 37-2018-00065377-CU-OE-CTL (Hon. Gregory W. Pollack) (awarding 1/3 of the settlement=\$914 per hour); *Babouchian, et al. v. Wyndham Vacation Ownership, et al.* SDSC Case Number: 37-2018-00014601-CU-OE-CTL (Hon. Richard Strauss); *Hopper, et al. v. Kimball Tirey & St. John, et al.* Case No.: 37-2019-00010409-CU-OE-CTL (Hon. Kenneth J. Medel).

Summary of Class Counsel's Lodestar.

53. The nature of work performed by me is documented in this declaration and my co-counsel's declarations filed concurrently herewith.

54. I also witnessed my staff perform a great deal of work on this case, which time is not accounted for since doing so is unnecessary.

55. The time records reflect billing practices on a minimum of one tenth of the hour and rounded to the nearest dollar.

56. This time is summarized as follows:

Names of Attorney	YEAR OF LAW SCHOOL GRADUATION	RATE	HOURS	LODESTAR
Thomas D. Rutledge, Partner	1995	\$917	174	\$159,558

57. During all times, my office worked closely with my co-counsel to avoid

unnecessary duplication of work.

58. Because the Defendants denied Plaintiffs' allegations and asserted numerous defenses, we were required to put a lot of work into this case before settlement.

59. In terms of fees sought, my office and my co-counsel's office performed all the work, and during various parts of the litigation, my paralegals performed administrative tasks.

60. I was involved in all aspects of this case, but I devoted most of my time to case development, brief writing, mediation, complaint editing, and settlement review.

The Novelty and Difficulty of the Questions Involved.

61. Well before we filed suit, my office actively investigated Plaintiff's individual and representative action claims.

62. Based on our review of Plaintiff's personnel files and our investigation of Plaintiff's and potentially others' claims, it became abundantly clear we had enough evidence to warrant the filing of the instant action.

63. At the time this case was brought and for many months thereafter, however, the result was far from certain.

64. This action involves complex statutory issues dealing with California's Labor Code, a dense subject even for experienced practitioners.

65. With regards to specific claims alleged in the operative Complaint, Defendants maintain Defendants did nothing wrong and asserted a wide range of defenses.

66. As a result, Class Counsel was required to extensively brief many unusual or complicated wage and hour issues, such as the enforceability of arbitration agreements; administrative exemptions; overtime calculations; liability for cell phone reimbursements; compliance with local ordinances regarding heightened minimum wage rates; timely payment of wages; liability for technical glitches reflected on wage

1 statements prepared by a third-party payroll provider; requirements to prove facial
2 wage statement violations for omitting rates, hours, and pay period dates
3 intermittently on paystubs; and meal period requirements for mechanic employees.

4 67. Defendants asserted numerous defenses throughout this litigation,
5 refusing to concede liability.

6 68. In preparation for mediation, I spent significant time combing substantial
7 quantities of documents and payroll records, consulting with my staff, and continuing
8 my investigation to prepare for mediation, potential certification motions, and trial.

9 69. Based on my analysis, the settlement in this case is well within the range
10 of possible recoveries.

11 70. This combined with the volleys of settlement communications between
12 Class Counsel and defense counsel via the private mediator the parties hired, made
13 Class Counsel earn their fee.

14 71. While I believe many of the Defendants' defenses are flimsy, there are
15 always risks inherent in class litigation.

16 72. The Settlement was possible largely because Class Counsel was able to
17 make convincing arguments it could potentially prevail on these legal issues.

18 73. Nonetheless, after considering our investigation into the claims of the
19 putative Class, the potential recovery, the sharply disputed factual and legal issues
20 involved in this litigation, the risks of continuing the litigation and potential appellate
21 issues, and the relatively meaningful payments members of the Settlement Class will
22 receive because of this Agreement, me and my co-counsel concluded that settlement
23 is in the best interest of the Settlement Class.

24 **The Skill Required and the Quality of Work.**

25 74. Throughout this litigation, Defendants confronted Class Counsel with
26 complex factual and legal defenses that presented significant hurdles to achieving a
27 favorable settlement.

28 75. As a result, Class Counsel spent many hours scouring Class Members'

1 records to determine whether they worked in a city with a higher minimum wage rate
2 than what they were paid, analyzed the evidence Defendants presented before
3 mediation, read relevant portions of Defendants' company handbooks, scrutinized
4 electronic time records to find discrepancies, and reviewed numerous wage
5 statements to identify intermittent facial wage statement violations only identifiable
6 through manual review.

7 76. Due to the novel and complex legal issues involved, my co-counsel and I
8 utilized skills normally reserved to those who handle complex litigation cases.

9 **The Contingent Nature of the Fee and the Financial Burden.**

10 77. Class Counsel subjected itself to this contingent fee market in this all-or-
11 nothing contingent fee case wherein the necessity and financial burden of private
12 enforcement makes the requested award appropriate.

13 78. My contingent fee practice does not accommodate the investment of
14 unnecessary time in a case.

15 79. This case was litigated on a contingent fee basis with all the concomitant
16 risk factors inherent in such an uncertain undertaking.

17 80. Because of the concerted and dedicated effort this case demanded to
18 properly handle and prosecute, I had to turn down many other cases.

19 81. I assumed the very serious risk that I would receive nothing at all for my
20 services, despite devoting time and advancing costs.

21 **Class Counsel Have Caused a Great Deal of Good for the Class.**

22 82. In my opinion, the success of this litigation is readily apparent.

23 83. According to the Settlement Administrator's calculations, I am informed
24 there are only two valid and timely opt-outs and no objections, encouraging figures in
25 a case where there are 3,281 Class Members.

26 84. I am further informed that Class Members will receive an average net
27 recovery of approximately \$100 apiece. (See Mot. for Final Appvl.)

28 85. The Settlement herein has no "obvious deficiencies" and is well within

1 the range of possible recoveries. All Settlement Class Members will receive cash
2 payments, no coupons, days off, or any usual form of remuneration. (Pancer Decl., ¶
3 68; Rutledge Decl

4 **The Class Representative Performed Meaningful and Honorable Work.**

5 86. I am informed that the named Plaintiff provided a significant, valuable,
6 and meaningful contribution to this litigation, as set forth in my co-counsel's
7 declaration.

8 87. In pursuing this action, the named Plaintiff risked the potential stigma
9 associated with suing his former employer.

10 88. The named Plaintiff also has jeopardized his professional reputation in
11 the industry in which he was employed to be a named Plaintiff in this action.

12 **Reimbursement of Costs Incurred.**

13 89. My office incurred the following expenses:

14 **EXPENSES**

15 State Court Filing Fee for Fee Motion	\$70
16 Mediator Fee	\$3,125
17 Subtotal	\$3,195

18 90. True and correct copies of most of the invoices/receipts for these
19 expenses can be provided upon request.

20 91. The expenses incurred are ordinary and necessary and the Settlement
21 Agreement provides that we may recover actual costs.

22 92. The expenses my office incurred are ordinary and necessary and the
23 Settlement Agreement provides that we may recover actual costs.

24 93. As part of the Settlement Agreement in this case, Named Plaintiff signed
25 a general release of claims.

26 94. The named Plaintiff provided detailed information that enabled Class
27 Counsel to negotiate an outstanding resolution, providing Class Counsel with
28 pertinent and decisive information that solidified the arguments of Class Counsel.

1 **Conclusion.**

2 95. In summary, we very respectfully request this court to grant Plaintiffs'
3 Motions and sign the [Proposed] Order.

4 Except as to those matters made upon information and belief or upon which I
5 said I was informed, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 Executed March 9, 2022, at San Diego, California

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9 By: /s/Thomas D. Rutledge
10 Declarant, Thomas D. Rutledge
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Exhibit 1

Timesheet for Thomas**D. Rutledge ICO***Craft, et al. v. Penske Automotive Group, Inc., et al.*

Case No.: 37-2021-00000982-CU-OE-CTL

Case	Description	Date	
Penske Case	OF; coms with Co-counsel; drafted fee K & cocounsel (CC) K; conflict check	5/27/2020	0.5
		5/28/2020	
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		5/31/2020	
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Penske Case	UF; RD; OF	9/2/2020	1
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Penske Case	Reviewed draft complaint & PAGA Notice; edited the same	11/19/2020	4
Penske Case	Researched cases; coms with CC	11/20/2020	2
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Penske Case	Coms with CC; edited complaint bf filing; prepared case for litigation	1/8/2021	2
		1/9/2021	
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Penske Case	Prepared discovery plan; drafted discovery	1/12/2021	4
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Penske Case	RF; coms with Jud. & CC; scheduled mediation	2/24/2021	2
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Penske Case	Edited letter, sent letter to DC	3/9/2021	0.5
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Penske Case	RD; Med. Prep.	4/5/2021	7
Penske Case	RD; Med. Prep.	4/6/2021	6.5
Penske Case	RD; Med. Prep.	4/7/2021	8.25
Penske Case	RD; Med. Prep.	4/8/2021	6
Penske Case	RD; Med. Prep.	4/9/2021	8
		4/10/2021	
		4/11/2021	
Penske Case	RD; Med. Prep.	4/12/2021	8
Penske Case	RD; Med. Prep.	4/13/2021	8
Penske Case	RD; Med. Prep.	4/14/2021	8
Penske Case	RD; Med. Prep.	4/15/2021	8
Penske Case	RD; Med. Prep.	4/16/2021	8
		4/17/2021	
Penske Case	RD; Med. Prep.	4/18/2021	3
Penske Case	RD; Med. Prep.; coms with CC	4/19/2021	10
Penske Case	Mediation	4/20/2021	8
		4/21/2021	
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Penske Case	UF	4/26/2021	0.25
Penske Case	RC; UF	4/27/2021	0.25
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Penske Case	Drafted motion for preliminary approval	9/8/2021	10
Penske Case	Drafted motion for preliminary approval	9/9/2021	10
		9/10/2021	
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		9/12/2021	
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Penske Case	Coms with CC; RC; coms with DC	9/28/2021	1.5
Penske Case	RC; RF; Coms with CC; research	9/29/2021	2
Penske Case	RC; Researched law concerning intervention in prep for motion hearing	9/30/2021	3
Penske Case	Travel to Court (1); Court wait time (.5)	10/1/2021	1.5
		10/2/2021	
		10/3/2021	
		10/4/2021	
Penske Case	Edited PO; Edited Class Notice; coms with DC	10/5/2021	1
		10/6/2021	
Penske Case	Coms with DC; UF	10/7/2021	0.15
		10/8/2021	
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		10/11/2021	

Penske Case	Coms with DC; UF; filed proposed order with class notice; prepared PAGA am. Notice	10/12/2021	2
Penske Case	PAGA Filing & Cert Mail; Website Update	10/13/2021	0.5
		10/14/2021	
		10/15/2021	
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		10/17/2021	
Penske Case	Edited PO and resubmitted.	10/18/2021	0.5
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Penske Case	UF	11/5/2021	0.15
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Penske Case	Edited complaint; coms with DC; drafted stip.	1/3/2022	3
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		2/25/2022	
		2/26/2022	
		2/27/2022	
		2/28/2022	
Penske Case	RF; coms with DC; coms with CC	3/1/2022	0.5
		3/2/2022	
		3/3/2022	
		3/4/2022	
		3/5/2022	
		3/6/2022	
Penske Case	Drafted fee motion; edited Taylor Dec; coms with CC	3/7/2022	8
Penske Case	Continued drafting fee motion; RD; edited final approval motion	3/8/2022	8
Penske Case	Final edits to fee motion and motion for final approval; filed & served fee motion	3/9/2022	8
		3/10/2022	
		3/11/2022	
		3/12/2022	
		3/13/2022	
		3/14/2022	
		3/15/2022	
		3/16/2022	
		3/17/2022	
		3/18/2022	
		3/19/2022	
		3/20/2022	
		3/21/2022	
		3/22/2022	
		3/23/2022	
		3/24/2022	
		3/25/2022	

		3/26/2022	
		3/27/2022	
		3/28/2022	
		3/29/2022	
		3/30/2022	
		3/31/2022	
Penske Case	Estimated time for court appearance; providing notice of ruling; coms with SA	4/1/2022	1
		TOTAL HOURS	174.05

Exhibit 2

LAFFEY MATRIX

History

Case Law

See the Matrix

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 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 3

2014 NLJ Billing Survey

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Year	Firm Name	Location	Average FTE Attorneys	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Avg	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Avg	Counsel Avg	Counsel Low	Counsel High	NLJ Billing Source	Notes
2014	Adams and Reese	New Orleans, LA	318	\$700.00	\$305.00	\$420.00	\$315.00	\$220.00	\$270.00	\$500.00	\$425.00	\$575.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akerman	Miami, FL	523	\$880.00	\$360.00	\$535.00	\$465.00	\$205.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akin Gump Strauss Hauer & Feld	Washington, DC	809	\$1220.00	\$615.00	\$785.00	\$660.00	\$365.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Allen Matkins Leck Gamble Mallory & Natis	Los Angeles, CA	181	\$680.00	\$525.00	\$615.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Alston & Bird	Atlanta, GA	789	\$875.00	\$495.00	\$675.00	\$575.00	\$280.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Andrews Kurth	Houston, TX	337	\$1090.00	\$745.00	\$890.00	\$1090.00	\$265.00	\$670.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Archer & Greiner	Haddonfield, NJ	194	\$460.00	\$330.00	\$400.00	\$295.00	\$200.00	\$245.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arent Fox	Washington, DC	330	\$860.00	\$500.00	\$650.00	\$595.00	\$275.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Arnall Golden Gregory	Atlanta, GA	140	\$520.00	\$430.00	\$490.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnold & Porter	Washington, DC	720	\$950.00	\$670.00	\$815.00	\$610.00	\$345.00	\$500.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnstein & Lehr	Chicago, IL	144	\$595.00	\$350.00	\$465.00	\$350.00	\$175.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & Hostetler	Cleveland, OH	798	\$670.00	\$275.00	\$449.00	\$350.00	\$210.00	\$272.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & McKenzie	Chicago, IL	4087	\$1130.00	\$260.00	\$755.00	\$925.00	\$100.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, TN	588	\$495.00	\$340.00	\$400.00	\$465.00	\$245.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ballard Spahr	Philadelphia, PA	483	\$650.00	\$395.00	\$475.00	\$495.00	\$235.00	\$315.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Barnes & Thornburg	Indianapolis, IN	522	\$580.00	\$330.00	\$480.00	\$370.00	\$260.00	\$320.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Benesch, Friedlander, Coplan & Aronoff	Cleveland, OH	150	\$635.00	\$360.00	\$455.00	\$475.00	\$155.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Best Best & Krieger	Riverside, CA	176	\$655.00	\$340.00	\$455.00	\$385.00	\$235.00	\$280.00	\$439.83	\$340.00	\$595.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Bingham McCutchen	Boston, MA	795	\$1080.00	\$220.00	\$795.00	\$605.00	\$185.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Blank Rome	Philadelphia, PA	447	\$940.00	\$445.00	\$640.00	\$565.00	\$175.00	\$350.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bond, Schoeneck & King	Syracuse, NY	198	\$520.00	\$240.00	\$355.00	\$310.00	\$160.00	\$225.00	\$360.00	\$275.00	\$485.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bowles Rice	Charleston, WV	140	\$285.00	\$165.00	\$230.00	\$180.00	\$115.00	\$135.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bracewell & Giuliani	Houston, TX	441	\$1125.00	\$575.00	\$760.00	\$700.00	\$275.00	\$440.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bradley Arant Boult Cummings	Birmingham, AL	413	\$605.00	\$325.00	\$430.00	\$340.00	\$200.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Broad and Cassel	Orlando, FL	150	\$465.00	\$295.00	\$380.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brown Rudnick	Boston, MA	187	\$1045.00	\$650.00	\$856.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brownstein Hyatt Farber Schreck	Denver, CO	214	\$700.00	\$310.00	\$520.00	\$345.00	\$265.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bryan Cave	St. Louis, MO	985	\$900.00	\$410.00	\$620.00	\$595.00	\$220.00	\$405.00	\$635.00	\$355.00	\$865.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Buchalter Nemer	Los Angeles, CA	139	\$695.00	\$475.00	\$605.00	\$375.00	\$350.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Burr & Forman	Birmingham, AL	261	\$525.00	\$300.00	\$371.00	\$275.00	\$200.00	\$241.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Butler Snow	Ridgeland, MS	280	\$335.00	\$235.00	\$302.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cadwalader, Wickersham & Taft	New York, NY	437	\$1050.00	\$800.00	\$930.00	\$750.00	\$395.00	\$605.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Carlton Fields	Tampa, FL	272	\$840.00	\$455.00	\$600.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cole, Schotz, Meisel, Forman & Leonard	Hackensack, NJ	118	\$730.00	\$590.00	\$653.00	\$340.00	\$275.00	\$302.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Connell Foley	Roseland, NJ	129	\$575.00	\$275.00	\$425.00	\$325.00	\$200.00	\$265.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cooley	Palo Alto, CA	673	\$990.00	\$660.00	\$820.00	\$640.00	\$335.00	\$515.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Covington & Burling	Washington, DC	760	\$890.00	\$605.00	\$780.00	\$565.00	\$320.00	\$415.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cozen O'Connor	Philadelphia, PA	495	\$1135.00	\$275.00	\$570.00	\$640.00	\$180.00	\$355.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Curtis, Mallet-Prevost, Colt & Mosle	New York, NY	323	\$860.00	\$730.00	\$800.00	\$785.00	\$345.00	\$480.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Graham & Stubbs	Denver, CO	145	\$635.00	\$315.00	\$435.00	\$350.00	\$200.00	\$255.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Polk & Wardwell	New York, NY	810	\$985.00	\$850.00	\$975.00	\$975.00	\$130.00	\$615.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Debevoise & Plimpton	New York, NY	595	\$1075.00	\$955.00	\$1055.00	\$760.00	\$120.00	\$490.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dechert	New York, NY	845	\$1095.00	\$670.00	\$900.00	\$735.00	\$395.00	\$530.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dentons	New York, NY	2503	\$1050.00	\$345.00	\$700.00	\$685.00	\$210.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dickstein Shapiro	Washington, DC	254	\$1250.00	\$590.00	\$750.00	\$585.00	\$310.00	\$475.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dinsmore & Shohl	Cincinnati, OH	415	\$850.00	\$250.00	\$411.00	\$365.00	\$160.00	\$238.00	\$360.00	\$150.00	\$615.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	DLA Piper	New York, NY	3962	\$1025.00	\$450.00	\$765.00	\$750.00	\$250.00	\$510.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dorsey & Whitney	Minneapolis, MN	501	\$585.00	\$340.00	\$435.00	\$510.00	\$215.00	\$315.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Duane Morris	Philadelphia, PA	613	\$960.00	\$415.00	\$589.00	\$585.00	\$280.00	\$373.00	\$638.00	\$460.00	\$1015.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Edwards Wildman Palmer	Boston, MA	540	\$765.00	\$210.00	\$535.00	\$415.00	\$245.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Faegre Baker Daniels	Minneapolis, MN	673	\$580.00	\$355.00	\$455.00	\$315.00	\$110.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley & Lardner	Milwaukee, WI	844	\$860.00	\$405.00	\$600.00	\$470.00	\$210.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley Hoag	Boston, MA	221	\$775.00	\$590.00	\$670.00	\$385.00	\$290.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fox Rothschild	Philadelphia, PA	531	\$750.00	\$335.00	\$530.00	\$500.00	\$245.00	\$310.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fried, Frank, Harris, Shriver & Jacobson	New York, NY	450	\$1100.00	\$930.00	\$1000.00	\$760.00	\$375.00	\$595.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Frost Brown Todd	Cincinnati, OH	414	\$600.00	\$220.00	\$387.00	\$315.00	\$150.00	\$234.00	\$417.00	\$350.00	\$540.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gardere Wynne Sewell	Dallas, TX	218	\$775.00	\$430.00	\$635.00	\$330.00	\$290.00	\$303.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gibbons	Newark, NJ	201	\$865.00	\$440.00	\$560.00	\$475.00	\$295.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Gibson, Dunn & Crutcher	New York, NY	1154	\$1800.00	\$765.00	\$980.00	\$930.00	\$175.00	\$590.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gordon Rees Scully Mansukhani	San Diego, CA	478	\$475.00	\$375.00	\$420.00	\$325.00	\$285.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Greenberg Traurig	New York, NY	1690	\$955.00	\$535.00	\$763.00	\$570.00	\$325.00	\$470.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harris Beach	Rochester, NY	198	\$400.00	\$298.00	\$348.00	\$285.00	\$175.00	\$230.00	\$287.50	\$175.00	\$400.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harter Secrest & Emery	Rochester, NY	132	\$465.00	\$300.00	\$385.00	\$290.00	\$195.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Haynes and Boone	Dallas, TX	483	\$1020.00	\$450.00	\$670.00	\$580.00	\$310.00	\$405.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Hogan Lovells	Washington, DC	2313	\$1000.00	\$705.00	\$835.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Hart	Denver, CO	423	\$725.00	\$305.00	\$442.00	\$425.00	\$175.00	\$277.00	\$363.00	\$225.00	\$535.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Knight	Washington, DC	956	\$1085.00	\$355.00	\$625.00	\$595.00	\$210.00	\$340.00	\$575.00	\$420.00	\$910.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Honigman Miller Schwartz and Cohn	Detroit, MI	231	\$560.00	\$290.00	\$390.00	\$225.00	\$205.00	\$220.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Hughes Hubbard & Reed	New York, NY	351	\$995.00	\$725.00	\$890.00	\$675.00	\$365.00	\$555.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Husch Blackwell	St. Louis, MO	539	\$785.00	\$250.00	\$449.00	\$440.00	\$190.00	\$275.00	\$418.00	\$240.00	\$625.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ice Miller	Indianapolis, IN	291	\$530.00	\$335.00	\$450.00	\$305.00	\$245.00	\$270.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Irell & Manella	Los Angeles, CA	166	\$975.00	\$800.00	\$890.00	\$750.00	\$395.00	\$535.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Kelly	Charleston, WV	179	\$535.00	\$270.00	\$345.00	\$315.00	\$200.00	\$243.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Lewis	Los Angeles, CA	724	\$440.00	\$310.00	\$380.00	\$315.00	\$275.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Walker	Dallas, TX	333	\$675.00	\$575.00	\$622.00	\$385.00	\$255.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jeffer, Mangels, Butler & Mitchell	Los Angeles, CA	125	\$875.00	\$560.00	\$690.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jenner & Block	Chicago, IL	434	\$925.00	\$565.00	\$745.00	\$550.00	\$380.00	\$465.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jones Day	New York, NY	2464	\$975.00	\$445.00	\$745.00	\$775.00	\$205.00	\$435.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Jones Walker	New Orleans, LA	363	\$425.00	\$275.00	\$385.00	\$240.00	\$200.00	\$225.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kasowitz, Benson, Torres & Friedman	New York, NY	372	\$1195.00	\$600.00	\$835.00	\$625.00	\$200.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Katten Muchin Rosenman	Chicago, IL	612	\$745.00	\$500.00	\$615.00	\$595.00	\$340.00	\$455.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kaye Scholer	New York, NY	392	\$1250.00	\$725.00	\$860.00	\$795.00	\$370.00	\$597.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kelley Drye & Warren	New York, NY	293	\$815.00	\$435.00	\$640.00	\$600.00	\$305.00	\$430.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kilpatrick Townsend & Stockton	Atlanta, GA	561	\$775.00	\$400.00	\$550.00	\$475.00	\$315.00	\$385.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	King & Spalding	Atlanta, GA	874	\$995.00	\$545.00	\$775.00	\$735.00	\$125.00	\$460.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kirkland & Ellis	Chicago, IL	1554	\$995.00	\$590.00	\$825.00	\$715.00	\$235.00	\$540.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Knobbe Martens Olson & Bear	Irvine, CA	260	\$810.00	\$450.00	\$575.00	\$455.00	\$305.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kramer Levin Naftalis & Frankel	New York, NY	313	\$1100.00	\$745.00	\$921.00	\$815.00	\$515.00	\$675.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Lane Powell	Seattle, WA	170	\$675.00	\$375.00	\$516.00	\$425.00	\$260.00	\$331.00	\$477.00	\$300.00	\$650.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Latham & Watkins	New York, NY	2060	\$1110.00	\$895.00	\$990.00	\$725.00	\$465.00	\$605.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lathrop & Gage	Kansas City, MO	283	\$700.00	\$285.00	\$420.00	\$375.00	\$195.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lewis Roca Rothgerber	Phoenix, AZ	228	\$695.00	\$380.00	\$505.00	\$525.00	\$205.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lindquist & Vennum	Minneapolis, MN	178	\$600.00	\$460.00	\$520.00	\$470.00	\$275.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Littler Mendelson	San Francisco, CA	1002	\$615.00	\$395.00	\$550.00	\$420.00	\$245.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lowenstein Sandler	Roseland, NJ	261	\$990.00	\$600.00	\$765.00	\$650.00	\$300.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Manatt, Phelps & Phillips	Los Angeles, CA	329	\$795.00	\$640.00	\$740.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McCarter & English	Newark, NJ	371	\$625.00	\$450.00	\$530.00	\$370.00	\$220.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McDermott Will & Emery	Chicago, IL	1021	\$835.00	\$525.00	\$710.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, NJ	274	\$560.00	\$325.00	\$445.00	\$335.00	\$200.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McGuireWoods	Richmond, VA	931	\$725.00	\$450.00	\$595.00	\$525.00	\$285.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McKenna Long & Aldridge	Atlanta, GA	518	\$650.00	\$480.00	\$530.00	\$425.00	\$375.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Michael, Best & Friedrich	Milwaukee, WI	189	\$650.00	\$235.00	\$445.00	\$425.00	\$200.00	\$283.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Miles & Stockbridge	Baltimore, MD	226	\$740.00	\$340.00	\$478.00	\$425.00	\$230.00	\$290.00	\$419.00	\$225.00	\$695.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Moore & Van Allen	Charlotte, NC	274	\$870.00	\$315.00	\$490.00	\$430.00	\$190.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morgan, Lewis & Bockius	Philadelphia, PA	1363	\$765.00	\$430.00	\$620.00	\$585.00	\$270.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morris, Manning & Martin	Atlanta, GA	148	\$575.00	\$400.00	\$480.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morrison & Foerster	San Francisco, CA	1020	\$1195.00	\$595.00	\$865.00	\$725.00	\$230.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nelson Mullins	Columbia, SC	466	\$800.00	\$250.00	\$444.00	\$395.00	\$215.00	\$271.00	\$376.00	\$195.00	\$600.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Nixon Peabody	Boston, MA	584	\$850.00	\$295.00	\$520.00	\$550.00	\$180.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norris McLaughlin & Marcus	Bridgewater, NJ	128	\$505.00	\$485.00	\$495.00	\$365.00	\$185.00	\$275.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norton Rose Fulbright	Houston, TX	3537	\$900.00	\$525.00	\$775.00	\$515.00	\$300.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nossaman	Los Angeles, CA	148	\$800.00	\$370.00	\$579.00	\$490.00	\$255.00	\$340.00	\$495.00	\$440.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nutter McClennen & Fish	Boston, MA	146	\$715.00	\$470.00	\$575.00	\$460.00	\$295.00	\$375.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ogletree Deakins	Atlanta, GA	668	\$650.00	\$250.00	\$360.00	\$365.00	\$200.00	\$260.00	\$315.00	\$230.00	\$555.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	O'Melveny & Myers	Los Angeles, CA	721	\$950.00	\$615.00	\$715.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Orrick Herrington & Sutcliffe	New York, NY	954	\$1095.00	\$715.00	\$845.00	\$375.00	\$710.00	\$560.00	\$735.00	\$685.00	\$850.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Parker Poe Adams & Bernstein	Charlotte, NC	185	\$500.00	\$425.00	\$450.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Paul Hastings	New York, NY	889	\$900.00	\$750.00	\$815.00	\$755.00	\$335.00	\$540.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Paul, Weiss, Rifkind, Wharton & Garrison	New York, NY	854	\$1120.00	\$760.00	\$1040.00	\$735.00	\$595.00	\$678.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pepper Hamilton	Philadelphia, PA	510	\$950.00	\$465.00	\$645.00	\$525.00	\$280.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Perkins Coie	Seattle, WA	861	\$1000.00	\$330.00	\$615.00	\$610.00	\$215.00	\$425.00	\$635.00	\$280.00	\$800.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pillsbury Winthrop Shaw Pittman	Washington, DC	591	\$1070.00	\$615.00	\$865.00	\$860.00	\$375.00	\$520.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Polsinelli	Kansas City, MO	616	\$775.00	\$325.00	\$435.00	\$350.00	\$235.00	\$279.00	\$376.00	\$300.00	\$450.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Proskauer Rose	New York, NY	712	\$950.00	\$725.00	\$880.00	\$675.00	\$295.00	\$465.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quarles & Brady	Milwaukee, WI	422	\$625.00	\$425.00	\$519.00	\$600.00	\$210.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quinn Emanuel Urquhart & Sullivan	New York, NY	673	\$1075.00	\$810.00	\$915.00	\$675.00	\$320.00	\$410.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Reed Smith	Pittsburgh, PA	1555	\$890.00	\$605.00	\$737.00	\$530.00	\$295.00	\$420.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Richards, Layton & Finger	Wilmington, DE	124	\$800.00	\$600.00	\$678.00	\$465.00	\$350.00	\$414.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Riker Danzig Scherer Hyland & Perretti	Morristown, NJ	146	\$495.00	\$430.00	\$455.00	\$295.00	\$210.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Robinson & Cole	Hartford, CT	201	\$700.00	\$295.00	\$500.00	\$445.00	\$215.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Rutan & Tucker	Costa Mesa, CA	147	\$675.00	\$345.00	\$490.00	\$500.00	\$230.00	\$320.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Saul Ewing	Philadelphia, PA	240	\$875.00	\$375.00	\$546.00	\$590.00	\$225.00	\$344.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Schiff Hardin	Chicago, IL	317				\$415.00	\$250.00	\$333.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sedgwick	San Francisco, CA	342	\$615.00	\$305.00	\$425.00	\$475.00	\$250.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seward & Kissel	New York, NY	143	\$850.00	\$625.00	\$735.00	\$600.00	\$290.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seyfarth Shaw	Chicago, IL	779	\$860.00	\$375.00	\$610.00	\$505.00	\$225.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sheppard Mullin Richter & Hampton	Los Angeles, CA	549	\$875.00	\$490.00	\$685.00	\$535.00	\$275.00	\$415.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Shumaker Loop & Kendrick	Toledo, OH	224	\$595.00	\$305.00	\$413.00	\$330.00	\$160.00	\$256.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Shutts & Bowen	Miami, FL	230	\$660.00	\$250.00	\$430.00	\$345.00	\$195.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Skadden, Arps, Slate, Meagher & Flom	New York, NY	1664	\$1150.00	\$845.00	\$1035.00	\$845.00	\$340.00	\$620.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Snell & Wilmer	Phoenix, AZ	411	\$845.00	\$325.00	\$525.00	\$470.00	\$180.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Spilman Thomas & Battle	Charleston, WV	131							\$280.00	\$215.00	\$350.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Squire Patton Boggs			\$950.00	\$350.00	\$655.00	\$530.00	\$250.00	\$355.00				National Law Journal, December 2014	Location data not available due to merger in 2014. Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sterne, Kessler, Goldstein & Fox	Washington, DC	122	\$795.00	\$450.00	\$577.00	\$470.00	\$265.00	\$346.00	\$483.57	\$450.00	\$520.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stevens & Lee	Reading, PA	154	\$800.00	\$525.00	\$625.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stoel Rives	Portland, OR	365	\$800.00	\$300.00	\$492.00	\$465.00	\$205.00	\$287.00	\$312.00	\$280.00	\$510.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Strasburger & Price	Dallas, TX	217	\$690.00	\$290.00	\$435.00	\$365.00	\$210.00	\$270.00	\$475.00	\$300.00	\$690.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stroock & Stroock & Lavan	New York, NY	285	\$1125.00	\$675.00	\$960.00	\$840.00	\$350.00	\$549.00	\$979.00	\$745.00	\$1095.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Taft Stettinius & Hollister	Cincinnati, OH	357	\$535.00	\$285.00	\$415.00	\$475.00	\$200.00	\$285.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson & Knight	Dallas, TX	290	\$740.00	\$425.00	\$535.00	\$610.00	\$240.00	\$370.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson Coburn	St. Louis, MO	317	\$510.00	\$330.00	\$440.00	\$350.00	\$220.00	\$270.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Troutman Sanders	Atlanta, GA	567	\$975.00	\$400.00	\$620.00	\$570.00	\$245.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ulmer & Berne	Cleveland, OH	178	\$415.00	\$315.00	\$380.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Varnum	Grand Rapids, MI	133	\$465.00	\$290.00	\$390.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Venable	Washington, DC	533	\$1075.00	\$470.00	\$660.00	\$575.00	\$295.00	\$430.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Vinson & Elkins	Houston, TX	650	\$770.00	\$475.00	\$600.00	\$565.00	\$275.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Waller Lansden Dortch & Davis	Nashville, TN	178	\$600.00	\$350.00	\$460.00	\$335.00	\$190.00	\$245.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Weil, Gotshal & Manges	New York, NY	1157	\$1075.00	\$625.00	\$930.00	\$790.00	\$300.00	\$600.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	White & Case	New York, NY	1895	\$1050.00	\$700.00	\$875.00	\$1050.00	\$220.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wiley Rein	Washington, DC	277	\$950.00	\$550.00	\$665.00	\$535.00	\$320.00	\$445.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Williams Mullen	Richmond, VA	233	\$410.00	\$360.00	\$385.00	\$350.00	\$260.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Willkie Farr & Gallagher	New York, NY	526	\$1090.00	\$790.00	\$950.00	\$790.00	\$350.00	\$580.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wilmer Cutler Pickering Hale and Dorr	Washington, DC	988	\$1250.00	\$735.00	\$905.00	\$695.00	\$75.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Winston & Strawn	Chicago, IL	822	\$995.00	\$650.00	\$800.00	\$590.00	\$425.00	\$520.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wolff & Samson	West Orange, NJ	125	\$450.00	\$325.00	\$400.00	\$450.00	\$225.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Womble Carlyle Sandridge & Rice	Winston-Salem, NC	492	\$640.00	\$470.00	\$554.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wyatt Tarrant & Combs	Louisville, KY	202	\$500.00	\$280.00	\$418.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Associate Class Billing Survey

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On March 9, 2022, I served the foregoing document(s) described as:

**DECLARATION OF THOMAS D. RUTLEDGE ISO PLAINTIFFS' MOTIONS
FOR ATTORNEYS' FEES, COSTS, CLASS REPRESENTATIVE
ENHANCEMENT AWARD, AND ADMINISTRATION EXPENSES AND
FINAL APPROVAL OF THE CLASS SETTLEMENT**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for collection and processing of correspondence for emailing with the Court authorized third-party vendor. This correspondence was sent via email via this third-party vendor pursuant to the vendor's policies and practices.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ **(BY FACSIMILE)** I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed March 9, 2022, at San Diego, California.

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

Thomas D. Rutledge
/s/THOMAS D. RUTLEDGE

SERVICE LIST

John Boggs, Esquire
Eugene Long, Esquire
Fine, Boggs & Perkins
16870 West Bernardo Drive, Ste. 360
San Diego, California 92127

Attorneys for Defendants

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I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“PSA” or “Phoenix”), the Court-appointed class action settlement administrator in the action entitled *Charles Craft v. UAG Escondido MI, Inc., et al.* I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this action.

3. Pursuant to the Stipulation of Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for (i) preparing, translating, printing, and mailing the *Notice of Pendency of Putative Class Action* and *Settlement Allocation Form* (herein referred to collectively as the “Notice Packet”); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (v) issuing the Individual Settlement Payments and distributing them to Participating Class Members; (vi) issuing the payment to Class Counsel for attorneys’ fees and litigation costs, the Class Representatives’ Enhancement Payment, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Agreement or as the Parties mutually agree or as the Court orders.

4. On November 30, 2021, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and number of Pay Periods worked by each Class Member (“Class Data”) during the period from October 19, 2019, to October 26, 2021 (“Class Period”).

5. The final mailing list contained three thousand two hundred eighty-one (3,281) Class Members who worked a total of 90,190 Pay Periods.

1 6. There were two thousand nine hundred fifteen (2,915) Class Members
2 worked a total of 64,450 Pay Periods from October 19, 2019, to March 15, 2021.

3 7. The number of Class Members and Pay Periods worked during this time
4 frame did not trigger the escalator clause.

5 8. On January 13, 2022, Phoenix conducted a National Change of Address
6 (“NCOA”) search in an attempt to update the class list of addresses as accurately as
7 possible.

8 9. A search of this database provides updated addresses for any individual
9 who has moved in the previous four (4) years and notified the U.S. Postal Service of
10 their change of address.

11 10. On January 14, 2022, Phoenix mailed the Notice Packet via U.S. first
12 class mail, in English, to all three thousand two hundred eighty-one (3,281) Class
13 Members on the Class List. A true and correct copy of the mailed Notice Packet is
14 attached hereto as **Exhibit A**.

15 11. As of the date of this declaration, one hundred nineteen (119) Notice
16 Packets have been returned to Phoenix.

17 12. One (1) was returned with a forwarding address, and was promptly re-
18 mailed to the updated address affixed thereto.

19 13. For the one hundred eighteen (118) Notice Packets returned from the
20 Post Office without a forwarding address, Phoenix attempted to locate a current
21 mailing address using TransUnion TLOxp, one of the most comprehensive address
22 databases available for skip tracing.

23 14. Of the one hundred eighteen (118) Notice Packets that were skip traced,
24 one hundred fourteen (114) updated addresses were obtained and the Notice Packet
25 was promptly re-mailed to those Class Members via first class mail.

26 15. As of the date of this declaration, twenty-two (22) Notice Packets are
27 considered undeliverable.
28

1 16. Specifically, four (4) could not be re-mailed since an updated address
2 could not be obtained via skip trace, and eighteen (18) were returned a second time
3 after being re-mailed.

4 17. Phoenix received **two (2) Requests for Exclusion** from the Settlement
5 before the deadline of February 28, 2022.

6 18. Phoenix received **zero (0) Objections** to the Settlement, the deadline
7 to object of which was February 28, 2022.

8 19. As of the date of this declaration, Phoenix received two (2) Work Week
9 disputes during the response period and upon review, both disputes were claiming
10 time worked outside the Class Period and are deemed invalid.

11 20. There are three thousand two hundred seventy-nine (3,279) Class
12 Members, representing approximately 99.94% of the Class, who, having not
13 requested exclusion, are deemed Participating Class Members and have worked a
14 collective total of 90,147 Work Weeks during the Class Period.

15 21. The Net Settlement Fund of \$326,074.13 (inclusive of the PAGA
16 Amount) available to pay Participating Class Members was determined by subtracting
17 the requested Class Counsel attorneys' fees (\$191,667.00), requested Class Counsel
18 costs (\$7,258.87), requested Class Representative Enhancement Payment to Named
19 Plaintiff (\$15,000.00), PAGA Penalties paid to the LWDA (\$15,000.00), and the
20 requested Settlement Administrator costs (\$20,000.00) from the Maximum
21 Settlement Amount (\$575,000.00).

22 22. Additionally, \$20,000.00 of the Gross Settlement Amount has been
23 designated as the Private Attorneys General Act Allocation ("PAGA Amount"), of
24 which 75%, or \$15,000.00, shall be paid to the Labor and Workforce Development
25 Agency, and 25%, or \$5,000.00, of which shall be paid to the Settlement Class
26 Members as part of the Net Settlement Fund.

27 23. The average payment to these individuals is \$1.52 ("PAGA Payment").
28

24. The total amount allocated for Individual Settlement Payments is \$321,074.13. Based upon the calculations stipulated in the Settlement and taking into account the two (2) Requests for Exclusion received, the highest Individual Settlement Payment to be paid is approximately \$170.96, the lowest Individual Settlement Payment to be paid is approximately \$3.56, while the average Individual Settlement Payment to be paid is approximately \$97.92.

25. All Individual Settlement Payments are subject to any and all legally mandated reductions and deductions on the twenty percent (20%) portion thereof considered wages.

26. Pursuant to the Settlement, Defendants have agreed to fund the employer-side taxes due separately and apart from the Maximum Settlement Amount.

27. As of this date, and utilizing the maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$9,279.04.

28. Phoenix's costs associated with the administration of this matter are \$20,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this _____ of March 2022, at Anaheim, California.

DECLARANT, TAYLOR MITZNER
 ***Signature of Declarant is
 forthcoming. Executed signature page
 will be provided to the Court once
 received.

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CHARLES CRAFT, individually, on behalf of
similarly situated individuals, and on behalf of
all Aggrieved Employees,

Plaintiff,

vs.

UAG ESCONDIDO M1, INC., and DOES 1
through 50,

Defendants.

CASE NO. 37–2021–00000982

**NOTICE OF PENDENCY OF PUTATIVE
CLASS ACTION, PROPOSED
SETTLEMENT, AND HEARING DATE
FOR COURT APPROVAL**

Dept.: C-75

Judge: Hon. Richard Strauss

Complaint Filed: Jan. 8, 2021

TO: All individuals who were employed in California by UAG ESCONDIDO M1, INC. or any other dealership within the Penske Automotive family of dealerships as nonexempt employees at any time from October 19, 2019, through the date of October 26, 2021.

Please read this notice carefully. This notice permits you to file a notice of objection if you wish to object to the proposed settlement, or to submit a request for exclusion on or before February 28, 2022 if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.

Pursuant to the order of the San Diego County Superior Court, entered on October 26, 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the parties in the lawsuit identified in the caption above, pending in San Diego County Superior Court, on behalf of the Settlement Class described above, which has been provisionally certified for purposes of this settlement.

You have received this notice because records indicate you qualify as a member of the Settlement Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

I. BACKGROUND OF THE CASE

On January 8, 2021, Employee filed a PAGA complaint in San Diego County Superior Court, entitled Craft v. Penske Automotive Group, Inc., et al., which claim was assigned Case No. 37–2021–00000982–CU–OE–CTL. The Complaint asserted claims against the Company on behalf of Craft and other current and former employees (aggrieved employees), including (a) failure to pay minimum/regular wages; (b) failure to pay overtime wages; (c) failure to timely pay wages; (d) failure to comply with meal and rest break provisions; (e) failure to provide accurate wage statements; (f) failure to maintain accurate payroll records; (g) failure to reimburse business expenses; and (h) failure to comply with paid sick leave requirements. In addition, the complaint asserted generally additional violations of a broad range of Labor Code provisions, asserting entitlement to civil penalties resulting from each of these allegations under the Labor Code Private Attorney General Act (PAGA), Labor Code section 2698, *et seq.* Following the filing of this suit, Plaintiffs filed a First Amended Complaint alleging class claims for the same above allegations.

Penske and its dealerships (collectively “Penske”) contend that the claims in the litigation are without merit, and dispute all claims for damages, penalties, and other relief. No court has ruled on the merits of the litigation.

The parties engaged in substantial investigation and informal discovery in connection with the litigation. Penske and its dealerships provided documents and detailed information to counsel for Craft to review and analyze, including sampled payroll and other records on randomly selected employees across several job classifications.

Counsel for the employees believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the proposed settlement is fair, reasonable and adequate.

After a full day of mediation with Ms. Jill Sperber, Esq., the Parties agreed to a Mediator’s Proposal that laid out the terms of the settlement described in this Notice. The Class Action Settlement Agreement has been granted preliminary approval by the Court. The Agreement provisionally certifies the Settlement Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Craft and Class Counsel support this settlement. Among the reasons given for support include the risk that class certification could be denied, that each putative class member could be compelled to arbitration on an individual basis, the inherent risk of trial on the merits, and the delays associated with litigation and appeals.

The settlement provides for the following:

A. Gross Settlement Fund: Penske will pay Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) to settle the litigation. This settlement fund shall consist of the following elements: (a) a Net Settlement Fund that will be distributed to the members of the Settlement Class, comprising the majority of the Gross Settlement Fund; (b) Payment to the California Labor and Workforce Development Agency and a related distribution to aggrieved employees; (c) Class Settlement Administration Expenses; (d) Attorneys’ Fees and Costs incurred in pursuing the action; and (e) a modest enhancement to reflect the risk and contribution of the Class Representative. Each of these components is described below.

B. Net Settlement Fund: The Net Settlement Fund consists of all funds remaining from the Gross Settlement Fund after subtraction of Plaintiff’s Attorneys’ Fees, Plaintiff’s Litigation Expenses, Class Representative Enhancement, PAGA Payment to the LWDA, and Settlement Administration Expenses. The Net Settlement Fund will be distributed to the Settlement Class as described below.

C. Private Attorneys General Act (PAGA) Allocation: The parties have designated \$20,000.00 of the Gross Settlement Fund as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, 75% (\$15,000.00) will be paid to the California Labor and Workforce Development Agency (LWDA), and the remaining 25% (\$5,000.00) shall be distributed to aggrieved employees, whether or not they elect to exclude themselves from the class settlement as permitted herein.

D. Settlement Administration Expenses: The parties have selected, and the Court has approved, Phoenix Settlement Administrators to administer the settlement. Upon final approval, Class Counsel will request that the Court approve a payment to Phoenix Settlement Administrators to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Net Settlement Fund, and other activities required to administer the settlement. The parties estimate that the payment to Phoenix Settlement Administrators will be no greater than \$35,000, which shall be paid from the Gross Settlement Fund.

E. Plaintiffs’ Attorneys’ Fees: Class Counsel anticipates requesting an attorneys’ fee award equal to one-third (1/3) of the Gross Settlement Fund (\$191,667), subject to court approval, which shall be paid from the Gross Settlement Fund.

F. Plaintiff's Litigation Expenses: Class Counsel anticipates requesting an award of no more than \$15,000.00, subject to court approval, as reimbursement for litigation costs, which shall be paid from the Gross Settlement Fund.

G. Class Representative Enhancement: Craft anticipates requesting an award of no more than \$15,000.00, subject to court approval, for his role as Class Representative, which shall be paid from the Gross Settlement Fund.

III. DISTRIBUTIONS TO CLASS MEMBERS

Upon approval of the Settlement, the Net Settlement Fund will be distributed to class members who do not choose to exclude themselves from the settlement. Under the terms of the Settlement, the Net Settlement Fund will be distributed to Settlement Class Members based on each Class Member's *pro rata* share of the total number of semi-monthly pay periods worked within the Class Period. This share is calculated as the number of semi-monthly pay periods worked by each individual within the Class Period divided by the total number of semi-monthly pay periods worked by Class Members during the same period.

Settlement Payments are payments for all claims in the Litigation or that reasonably could have been asserted based on the causes of action, claims and allegations in the Litigation. Of the payments to individual Settlement Class Members, one-fifth (20%) shall be designated as wages subject to payroll withholding to be reported on IRS Form W-2s where required by law, and four-fifths (80%) shall be designated as penalties and interest to be reported on IRS Form 1099s where required by law. Penske shall be responsible for paying the employer's share of payroll taxes on any amounts allocated as wages. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or her Settlement Payment or Class Representative Enhancement. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

In addition to the Net Settlement Fund distribution, each affected Class Member who worked between October 19, 2019, and the date of preliminary approval of the Settlement Agreement (the "PAGA Period") will be entitled to a *pro rata* share of the \$5,000 PAGA distribution. Each affected individual's share is calculated as the number of semi-monthly pay periods worked by each individual within the PAGA Period divided by the total number of semi-monthly pay periods worked by all class members during the same period.

IV. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Settlement Class Member are represented by Craft and Class Counsel. Unless you exclude yourself from the Settlement Class, you are a part of the Settlement Class, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the Court, and you will be deemed to have released certain claims as described below. As a member of the Settlement Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and costs.

A. Participating in the Settlement

If you qualify for inclusion in the Settlement Class and you wish to participate in the settlement, **you are NOT required to take any action**. If the Court grants final approval to the settlement and you qualify as a Settlement Class Member, you will receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Penske and all related or affiliated entities from any and all wage related claims that you may have based on the allegations in the lawsuit.

B. Objecting to the Settlement

If you do not agree with the terms of the Settlement, you can object to the settlement before final approval or at the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you may submit a written objection and a notice of intention to appear at the Final Approval Hearing to the Class Settlement Administrator at the following address:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

You may also appear at the Final Approval Hearing and make an oral objection. Any objections must state each specific reason in support of your objection and any legal support for each objection. Your objection must also include your full name, address, telephone number, and the dates of your employment as a qualified member of the Settlement Class defined above.

C. Excluding Yourself from the Settlement

If you qualify for inclusion in the Class but you do not wish to participate in the class settlement, you may exclude yourself (i.e., “opt-out”) by submitting a letter requesting exclusion to the Class Settlement Administrator. Your letter must be signed by you personally, and must clearly state: (1) your name, address, telephone number, the last four digits of your social security number, and the dates of your employment; and (2) your wish to be excluded from the Settlement Class. **Your letter requesting exclusion must be postmarked and mailed on or before February 28, 2022 and mailed to the Class Settlement Administrator at the following address:**

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

Any person who timely submits a letter following the procedures above to request exclusion from the Class shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the class settlement, may not object to the class settlement, and shall receive no payment or benefits from the class settlement. Any such person will not release any individual claims he or she may have against Penske. However, self-exclusion from the class portion of the settlement has no effect upon the settlement of claims under PAGA on behalf of aggrieved individuals. Thus, even those who elect to exclude themselves from the settlement will receive their portion of the distribution of PAGA penalties to aggrieved employees.

If you exclude yourself from the Class Settlement, you will NOT receive any money from the Class Settlement but you will receive your share of the PAGA distribution to aggrieved employees, provided you worked during the PAGA Period.

D. Challenging the Record of Your Pay Periods Worked

The Settlement Allocation form that accompanies this notice states Penske’s record of your pay periods worked within the Settlement Period. If you believe this information as stated on the Settlement Allocation Form to be inaccurate, you may state what you believe the correct number to be, and provide supporting documentation. The Settlement Administrator will then decide whether this information should be revised. **Your written dispute must be postmarked and mailed on or before February 28, 2022 and mailed to the Class Settlement Administrator at the following address:**

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

You may also provide corrected name, address, and/or telephone information on the Settlement Allocation Form.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Upon the Court's final approval of the class settlement and entry of final judgment, each class member shall be deemed to have released Penske, and all of its parents, subsidiaries, predecessors, successors, and affiliates, and all of their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents, attorneys, and benefit plans (collectively the "Released Parties") from any and all "Settlement Class Members' Released Claims." For the purposes of this Agreement, the Settlement Class Members' Released Claims are defined as:

all claims for relief of any kind based on the allegations raised by Plaintiff and all transactions and occurrences upon which those claims were based, including all legal remedies and damages; all injunctive remedies and restitution; all statutory damages and civil penalties under PAGA (including, but expressly not limited to relief demand for alleged violations of Labor Code sections 96, 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 212, 213, 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232, 232.5, 233, 234, 351, 353, 403, 404, 432.2, 432.5, 432.7, 435, 450, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 967, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1197, 1198.3, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 16783, 1695, 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, 2673, 2673.1, 2695.2, 2800, 2801, 2802, 2806, 2810, 2929, 3073.6, 6310, 6311, 6399.7., as well as alleged violations of IWC Wage Orders), the California Labor Code, or any other source thereof; and all costs and attorneys' fees related thereto. Moreover, with respect to the PAGA, the scope of the Parties' release includes all claims for civil penalties that have been or could have been brought by the State of California or anyone acting on its behalf under the PAGA; all such claims are extinguished and any further such claims arising out of the same time period shall be barred by collateral estoppel and res judicata.

The Scope of Settlement and the release of claims herein is intentionally intended by the Parties to be as broad as possible and include "all claims," which is expressly intended by the Parties to "includ[e] 'claims that are not expressly enumerated in the release'" as recognized by the Court of Appeal in Villacres v. ABM Industries, Inc., ((2010) 189 Cal.App.4th 562, 587 [acknowledging broad waiver of potential claims, including PAGA-based claims].) Thus, the Parties intend this release to cover all claims for relief of any kind based on the allegations raised by Plaintiffs and all transactions and occurrences upon which those claims were based, including all legal remedies and damages; all injunctive remedies and restitution; all statutory damages and civil penalties under PAGA (including, but expressly not limited to relief demand for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226(e), 226.3 510, 512, 516, 1194, 1197, 1198, and 2802, and alleged violations of IWC Wage Orders), the California Labor Code, or any other source thereof; and all costs and attorneys' fees related thereto. Moreover, with respect to PAGA, the scope of the Parties' release includes all claims for civil penalties that have been or could have been brought by the State of California or anyone acting on its behalf under PAGA; all such claims are extinguished and any further such claims arising out of the same time period shall be barred by collateral estoppel and res judicata.

B. Payment to Settlement Class Members

The distribution of the Settlement Fund will begin approximately twenty (20) days after final court approval of this Settlement, and all appeals and rights to appeal are exhausted.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department C-75 of the San Diego County Superior Court, 330 W. Broadway, San Diego, California, 92101 on March 4, 2022, at 9:00 a.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing. However, you may appear.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. Should you desire additional information, you may contact Class Counsel as follows:

Ian Pancer, Esq
The Law Office of Ian Pancer
105 West F Street, Suite 400
San Diego, California 92101
Phone: (619) 955-6653
ian@sandiegolegal.net

Thomas D. Rutledge, Esq.
113 West G Street, Suite 231
San Diego, California 92101
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

If you wish to review the precise terms and conditions of the settlement, you are referred to the detailed Class Action Settlement Agreement, which is on file with the Clerk of the Superior Court. The pleadings and other records in this litigation including the Class Action Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, 330 W. Broadway, San Diego, California, 92101.

Settlement Award checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be distributed to the Hire Heroes USA, in the names of the Settlement Class Members who did not cash their checks. If you lose or misplace a check, you should contact the Settlement Administrator immediately to request a replacement.

This notice is available in Spanish upon request by contacting Phoenix Settlement Administrators at 800-523-5773 or by email to info@phoenixclassaction.com.

**DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION
REGARDING THIS SETTLEMENT.**

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO-CENTRAL DIVISION

CHARLES CRAFT, an individual in his
representative capacity on behalf of all
Aggrieved Employees,

Plaintiffs,

v.

UAG ESCONDIDO M1, Inc., et al., and
DOES 1 through 50,

Defendants.

Case No.: 37-2021-00000982-CU-OECTL

Judge: Hon. J. Mangione
Department: 75

SETTLEMENT ALLOCATION FORM

TO: «Contact»
«Address_1»
«City», «State» «ZIP_Code»

USE AND RETURN THIS FORM ONLY IF:

- 1) You dispute the “Pay Periods” attributed to you below; and/or**
- 2) Your name, address, or telephone number information listed above is not accurate.**

If your name, address, and telephone number above is accurate, and you do not dispute the Pay Periods worked stated below, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

If your name, address, or telephone number is inaccurate or you dispute the Pay Periods worked stated below, please provide the correct information below, and return this form to the Settlement Administrator.

PLEASE PRINT CLEARLY

I. PERSONAL INFORMATION

Name: _____

Street Address: _____

City, State, Zip Code: _____

Mobile Telephone No.: (_____) _____

Home Telephone No.: (_____) _____

Last four digits of Social Security Number: _____

For purposes of verification only, I began working at Penske in approximately:

(month) _____, (year) _____

II. SETTLEMENT PAYMENT BASED ON WEEKS WORKED

Your estimated settlement amount is: «Est Set Amt». This amount is only an estimate, and is subject to change during the final approval process.

Your weeks worked according to Penske's Records:

Your recovery will be based on the number of pay periods you worked for Penske from October 19, 2019 to October 26, 2021. **According to personnel records maintained by Penske, you worked «Total_Pay_Periods» PayPeriods ("Your Pay Periods Worked") during that time period.**

If you do not dispute the Pay Periods Worked listed on this form, you do not need to do anything, and you will receive a check by U.S. Mail.

If you do not agree with the number of Pay Periods Worked, you may dispute the number above by providing information and documentation to the Settlement Administrator. Your Pay Periods Worked are presumed to be correct unless you submit **documentation**, such as paystubs, for example, that proves otherwise. **If you dispute Your Pay Periods Worked**, in the space below, provide the position(s) in which you worked, and the dates that you worked during the Class Period. Include copies of any documents, such as paycheck stubs, that support your position.

Position:

Dates:

If you dispute your Pay Periods, you must return this form to the Settlement Administrator, at the following address, by US Mail, post-marked on or before February 28, 2022.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

If you agree with your Pay Periods Worked and your address information stated on this form is correct, you need do nothing. You will receive a check in the mail.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	3281
Opt Out Rate	0%
Opt Outs Received	2
Total Class Claimants	3279
Subtotal Admin Only	\$20,510.58

TOTAL COSTS	\$20,000.00
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March 4, 2022

Case: Craft v. UAG Escondido

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	328	\$656.20
NCOA (USPS)	\$0.15	3281	\$492.15
		Total	\$1,888.35

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	4	\$420.00
Data Merge & Duplication Scrub	\$0.15	3,281	\$492.15
Notice Packet & Opt-Out Form	\$1.25	3,281	\$4,101.25
Postage	\$0.75	3,281	\$2,460.75
		Total	\$7,474.15

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	118	\$118.00
Remail Notice Packets	\$1.25	119	\$148.75
Postage	\$0.75	119	\$89.25
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$571.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
		Total	\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	3,281	\$3,281.00
Estimated Postage Checks, W2 and 1099	\$0.50	3,281	\$1,640.50
		Total	\$6,236.50

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	262	\$393.72
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	131	\$196.86
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
		Total	\$3,420.58

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$20,510.58