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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

THOUNG THOUNG PHAM,
individually and in her representative
capacity on behalf of all Aggrieved
Employees

Plaintiffs,

vs.

NFP CORP. WHICH WILL DO
BUSINESS IN CALIFORNIA AS
NATIONAL FINANCIAL
PARTNERS, a Delaware
corporation; PEN/FLEX INC., a
California corporation; and DOES 2
through 10 inclusive

Defendants.

Case No.: 37-2020-00024993-CU-
OE-CTL

**NOTICE OF PLAINTIFFS'
UNOPPOSED EX PARTE
APPLICATION TO APPROVE
PAGA SETTLEMENT; MEM. OF
P&A'S ISO THEREOF; AND
DECLARATION OF THOMAS D.
RUTLEDGE ISO THEREOF**

Hearing Date: Oct. 12, 2022
Hearing Time: 8:30 a.m.
Location: Dept.: 66
Judge: Hon. Kenneth J.
Medel

Complaint Filed: July 17, 2020
Trial Date: NA

**[[Proposed] Order filed
concurrently herewith]**

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/06/2022 at 04:29:00 PM
Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

1 TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that in Department 66 of the above-entitled
3 court, located at 330 West Broadway, San Diego, California 92101, before the
4 Hon. Kenneth J. Medel, Plaintiff Thoung Thoung Pham, on behalf of herself,
5 similarly aggrieved employees (collectively the "Plaintiffs"), and the State of
6 California via counsel as a quasi-assistant attorney general, will move and
7 hereby does move the Court *ex parte* for an order approving the parties' Joint
8 Stipulation of Private Attorney General Act, California Labor Code §§ 2698, *et*
9 *seq.* (PAGA) Settlement and Release (PAGA Settlement Agreement), a copy
10 of which is attached as Exhibit 1 to the Declaration of Thomas D. Rutledge
11 filed concurrently herewith and incorporated herein by reference.

12 This Application is pursuant to Labor Code § 2699(l), which provides,
13 "[t]he superior court shall review and approve any [PAGA penalties] sought as
14 part of a proposed settlement agreement." Good cause exists to grant this
15 Application because the settlement is fair and reasonable.

16 Without admitting wrongdoing and pursuant to the PAGA Settlement
17 Agreement, Defendants have agreed to pay the Gross Settlement Amount of
18 \$97,000.00 in exchange for the full and final settlement and release of
19 Plaintiffs' Labor Code claims via the PAGA. There will be no reversion of
20 unclaimed funds to Defendants. Uncashed checks after 180 days shall be
21 payable to the LWDA.

22 Plaintiffs' Counsel provided Defendants with written notice of this
23 Application. This Application is unopposed.

24 This Application is based upon this Notice, the pleadings in support
25 thereof, including but not limited to the Declaration of Thomas D. Rutledge,
26 and the records in the Court's file in this action, and upon such further
27 evidence and argument the Court may request.

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Dated: October 6, 2022

Law Office of
Thomas D. Rutledge

By: Thomas D. Rutledge
/s/Thomas D. Rutledge
Attorney for the Plaintiffs, *et al.*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

Plaintiff Thoung Thoung Pham (Representative Plaintiff), on behalf of herself and the “Aggrieved Employees,” as defined in the Settlement Agreement, and the state of California via Plaintiffs’ Counsel as a quasi-assistant attorney general, very respectfully request this Honorable Court to approve the PAGA Settlement as set forth in the proposed order filed concurrently with this Application pursuant to Labor Code § 2699(I). The filing of these papers via an *ex parte* court hearing is pursuant to the Court’s instructions. (Rutledge Decl., ¶ 3.) For the reasons explained below, the PAGA Settlement is fair and reasonable.

II. STANDARD OF REVIEW.

There are no detailed statutory requirements for the approval of PAGA settlements. Rather, Labor Code § 2699(I) simply states, “[t]he superior court shall review and approve any penalties sought as part of a proposed settlement agreement.”

Court review of PAGA settlements is significantly different from the review of class action settlements, the latter of which typically focus on the amount received by the class and compares that to the reasonable range of potential outcomes in the case. (See, e.g., *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130; *Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 407.) By contrast, judicial review of PAGA settlement agreements typically focus on the number of penalties the employer will pay the state and Aggrieved Employees, not whether the agreement meets the stringent requirements of class action settlements. (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 980 [affirming lower court’s holding that “plaintiff need not satisfy class action requirements” to assert PAGA claims].)

1 **III. BRIEF DESCRIPTION OF THE SETTLEMENT.**

2 Without admitting wrongdoing and pursuant to the PAGA Settlement
3 Agreement, Defendants have agreed to pay the Gross Settlement Amount of
4 \$97,000 in exchange for the full and final settlement and release of Plaintiffs'
5 Labor Code claims via the PAGA for all nonexempt employees who worked
6 during the timeframe of November 28, 2019 to the present. From the gross
7 amount, less Plaintiffs' Counsel's fees and costs (\$85,000) and Settlement
8 Administrator's costs (\$2,000), 27 current and former Aggrieved Employees
9 will receive about \$69 apiece, and the State will receive \$7,500. There is no
10 reversion of settlement proceeds, and uncashed checks after 180 days are
11 payable to the LWDA. (Rutledge Decl., Ex. 1, pp. 1, 3.)

12 **IV. PARTIES TO THE SETTLEMENT AGREEMENT.**

13 **A. The Named Plaintiff.**

14 From about October 31, 2019 to April 24, 2020, Defendants employed
15 Plaintiff Thoung Thoung Pham as a bookkeeper, a nonexempt nonunion
16 employee. On April 24, 2020, Defendants abruptly terminated Plaintiff's
17 employment without prior notice. (Rutledge Decl., ¶¶ 33, 34.)

18 **B. The Defendants.**

19 Defendant NFP Corp. Which Will Do Business In California As National
20 Financial Partners (hereinafter "NFP") is a large company doing business
21 nationwide primarily selling insurance and services to pension plan providers.
22 Defendant Pen/Flex Inc. is NFP's wholly-owned subsidiary based in San
23 Diego County. (Rutledge Decl., ¶¶ 35, 36.)

24 **C. The Aggrieved Employees.**

25 The Aggrieved Employees consist of a small group of employees (27
26 total; 13 former) Defendants employed who worked office jobs from
27 November 28, 2019 to the present. Collectively, the named Plaintiff and
28 Aggrieved Employees are referred to as "Plaintiffs." (Rutledge Decl., ¶ 37, Ex.

1 1, p.p., 3, 4, and 8.)

2 **V. FACTS AND PROCEDURAL HISTORY.**

3 On July 17, 2020, this Action commenced in the above referenced court
4 as an individual action under the California Investigative Consumer Reporting
5 Agencies Act of Civ. Code, § 1786, *et seq.* (ICRAA). On April 1, 2020, in
6 coordination with taking the required steps to exhaust administrative remedy
7 requirements with the LWDA, Plaintiffs filed the FAC (the operative complaint)
8 in this Action. (Rutledge Decl., ¶¶ 38-43.)

9 The gravamen of the case concerns Plaintiffs' claims for unpaid wages,
10 penalties, interest, costs, and attorneys' fees on the basis of their PAGA
11 allegations that, among other things, Defendants failed to pay Aggrieved
12 Employees for all overtime wages, minimum wages, regular wages, meal and
13 rest break premiums, failed to provide accurate wage statements, failed to
14 pay prevailing wages, failed to reimburse employees for work-related
15 expenses, failed to timely pay all wages upon discharge, among other Labor
16 Code violations. Plaintiff's case also concerns the named Plaintiff's individual
17 claims for the foregoing and Defendants' violations of the ICRAA. (Rutledge
18 Decl., ¶¶ 44, 45.)

19 The Defendants filed timely answers to Plaintiffs' Complaints.
20 Defendants deny all the allegations asserted in the operative Complaint.
21 (Rutledge Decl., ¶ 46.)

22 For more than 18 months, the parties spent a considerable amount of
23 time engaged in the discovery process. Shortly after the commencement of
24 this litigation, Plaintiffs served Defendants with written discovery. Based upon
25 Defendants' responses, Plaintiffs served Defendants with a second
26 comprehensive set of written discovery. Plaintiffs took the video deposition of
27 one of the Defendant's PMQs (Greg Allan). During this period, the parties had
28 various discovery disputes that resulted in Plaintiffs filing motions to compel

1 (later resolved informally). This relatively heated exchange of communication
2 between the parties involving Plaintiffs' search for evidence, and Defendants'
3 adept attempt to avoid the production of evidence, led to the bilateral
4 realization that settlement discussions behooved the parties. (Rutledge Decl.,
5 ¶¶ 47-52.)

6 In the winter of 2020, the parties began series of detailed discussions
7 via counsel during which time counsel engaged in open and frank discussions
8 regarding the merits of this case. The parties subsequently agreed to put an
9 informal hold on litigation to attend a mandatory settlement conference
10 (MSC). (Rutledge Decl., ¶¶ 53, 49.)

11 Through the foregoing process, the Parties conducted a significant
12 investigation of the facts and law. Such discovery and investigation includes:
13 (1) the Plaintiffs' analysis of Aggrieved Employee payroll data Defendants
14 provided, including size and composition of the Aggrieved Employees,
15 applicable employment policies of the Defendants, and payroll and time
16 records for a significant number of current and/or former employees statewide,
17 involving a large number of pages of policies and documents, electronic wage
18 statements, and other records, (2) analysis of legal positions taken by the
19 Defendants, (3) interviews of material witnesses, (4) calculation and analysis of
20 potential damages and penalties based on the data produced by Defendants,
21 and (5) research and analysis of applicable law with respect to the claims
22 alleged and potential defenses thereto. Plaintiffs' Counsel devoted a
23 substantial amount of his practice to evaluating the data, interviewing
24 witnesses, and preparing for the MSC and, if unsuccessful, ultimately trial.
25 (Rutledge Decl., ¶¶ 54-59.)

26 In 2021, this Court graciously permitted the parties to use the Superior
27 Court's MSC services. On April 14, 2022, the parties attended a full day MSC
28 before the Hon. Robert C. Longstreth in department 1603. With the efforts of all

1 parties and their counsel, and especially with the invaluable assistance from
2 the highly capable Judge Longstreth, the parties reached a verbal handshake
3 settlement, the detailed written terms of which took several months for the
4 parties to finalize. (Rutledge Decl., ¶¶ 60-62.)

5 On September 13, 2022, Plaintiffs' Counsel provided Defendants with
6 written notice via email of this Application. This Application is unopposed.
7 Plaintiffs have complied with all required administrative filings to process this
8 settlement. (Rutledge Decl., ¶¶ 63-65, Ex. 2.)

9 **VI. REASONS FOR SETTLEMENT.**

10 The Settlement Agreement sufficiently explains the reasons in support
11 of this settlement. (Rutledge Decl., Ex. 1 pp. 3-8.) In summary, Plaintiffs
12 allege the evidence demonstrates that Defendants committed a wide range of
13 Labor Code violations to a relatively small number of Aggrieved Employees
14 over a relatively short period of time. It appears the cause of most violations
15 was from COVID lockdowns and Defendants' orders to its employees to work
16 from home. It logically follows that Defendants have learned their lesson from
17 this case and are more likely than not to avoid repeating the misconduct
18 alleged in the FAC. (Rutledge Decl., ¶¶ 69-72.)

19 **VII. PLAN OF ALLOCATION.**

20 **A. The Gross Settlement Amount.**

21 From the Gross Settlement Amount, the Defendants shall make the
22 following distributions:

23	Gross Settlement Amount:	\$97,000
24	Plaintiffs' Counsel Fees & Costs (minus):	(\$85,000)
25	Est. Settlement Admin. Costs (minus):	(\$2,000)
26	Payment to the LWDA (minus):	(\$7,500)
27	Estimated Distributable (Net) Amount to Aggrieved	
28	Employees:	\$2,500

(Rutledge Decl., Ex. 1, pp. 1, 3.)

B. Administration of the Gross Settlement Amount.

Within 30 days from the Effective Date, Defendants will furnish the settlement funds to the Settlement Administrator (i.e., Phoenix Settlement Administrators Inc.) per the terms of the PAGA Settlement Agreement. If any Settlement checks are returned, the Settlement Administrator will use reasonable efforts to locate the Aggrieved Employee and re-mail the Settlement Payment to the applicable Aggrieved Employee. (Rutledge Decl., Ex. 1, ¶ VIII at p. 12.)

No funds will revert to Defendants from the Gross Settlement Amount. Funds from any settlement checks remaining un-cashed after 180 calendar days after being issued to Former Aggrieved Employees are payable to the LWDA. (Rutledge Decl., Ex. 1, ¶ VIII at p. 12.)

C. Settlement Payments to Aggrieved Employees.

With the aim to fairly distribute the Settlement Payments to Aggrieved Employees, Plaintiffs' Counsel and Defense Counsel arrived at a formula designed to fairly determine each Aggrieved Employee's *pro rata* payment from the Distributable Amount, as allowed by PAGA, based on based on their length of service. The lump sum Net Settlement Payment to each member of the PAGA Group will be determined by dividing twenty-five percent (25%) of the Net Settlement Amount by the total number of pay periods worked by all members of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then multiplying the Pay Period Amount by the number of pay periods worked by the individual PAGA member. The Net Settlement Payments to the PAGA members shall come out of the Qualified Settlement Fund. (Rutledge Decl., Ex. 1, ¶ VIII at p. 12.)

All payments to the Aggrieved Employees shall be characterized as civil penalties payable pursuant to the PAGA. The Settlement Administrator will

1 report these payments to the appropriate taxing authorities and issue
2 recipients an IRS 1099 Form. (Rutledge Decl., Ex. 1, ¶ XI, p. 15.)

3 **D. Plaintiffs' Counsel's Requested Fees/Costs are Reasonable.**

4 An award of reasonable attorney's fees and costs to a prevailing plaintiff
5 in a PAGA action is mandatory. (Labor Code § 2699(g)(1); see also Code of
6 Civil Procedure § 1021.5.) Plaintiffs' request here is unopposed and expressly
7 permitted per the Settlement.

8 Here, Plaintiffs' Counsel seeks, and Defendants do not oppose, an
9 award of fees and costs of \$85,000. The fees requested by Plaintiffs' Counsel
10 is based Plaintiffs' Counsel's lodestar. (*Ketchum v. Moses* (2001) 24 Cal.4th
11 1122, 49 [lodestar approach to fees is a reasonable method in assessing the
12 reasonableness of fees]; see also *Laffitte v. Robert Half International Inc.*
13 (2016) 1 Cal.5th 480.)

14 The requested fees and costs are fair compensation for undertaking
15 complex, risky, expensive, and time-consuming litigation solely on a
16 contingency basis. This is especially true because case law (*Ketchum/Laffitte*,
17 *supra*) supports the recovery of the requested fee amount, is well below
18 Plaintiffs' Counsel's actual lodestar, and is reasonable considering the
19 vigorous defense the Defendants exhibited throughout most of this litigation.
20 (Rutledge Decl., ¶¶ 94-110.)

21 The work performed by Plaintiffs' Counsel is well documented in
22 Declaration of Thomas D. Rutledge attached hereto. (Rutledge Decl., Ex. 3
23 [Timesheet].) This time is summarized as follows:

Name of Attorney	YEAR OF BAR ADMISSION	RATE	HOURS	LODESTAR
Thomas D. Rutledge, Partner	1995	\$919	273.1	\$250,979

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27 (Rutledge Decl., ¶¶ 111-113.)

28 Plaintiffs' Counsel's fees are consistent with noted sources, such as the

1 2021-2022 Laffey Matrix. (See Rutledge Decl., Ex. 4.) Courts have previously
2 approved (including this Court) Mr. Rutledge's hourly rate. (*Id.*, ¶¶ 109, 110.)

3 The requested fee amount also includes the recovery of costs. Plaintiffs'
4 Counsel incurred are more than \$3,800 in costs. (Rutledge Decl., ¶¶ 107-
5 114.)

6 In full disclosure, instead of pursuing her individual non-PAGA related
7 claims (i.e., wage and ICRAA claims), Defendants agree to pay Plaintiff Pham
8 the gross sum of \$28,000 via a separate and confidential individual settlement
9 in exchange for a broad Civil Code § 1542 release. This is the only
10 consideration the named Plaintiff will receive if this Honorable Court approves
11 the PAGA Settlement. Notably, she is not requesting an incentive fee for
12 serving as the PAGA representative plaintiff in this case. (Rutledge Decl. ¶¶
13 73-93.)

14 **VIII. CONCLUSION**

15 For the foregoing reasons, the parties very respectfully request this
16 Court to approve the PAGA Settlement and sign the [Proposed] Order filed
17 herewith.

18 Dated: October 6, 2022

Law Office of
Thomas D. Rutledge

20 By: Thomas D. Rutledge
21 /s/Thomas D. Rutledge
22 Attorney for Plaintiffs
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DECLARATION OF THOMAS D. RUTLEDGE

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

1. I am counsel of record for the named Plaintiff, indirectly for the Aggrieved Employees, and as a quasi-assistant attorney general for the State of California via the 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' Application for Court Approval of Private Attorney General Act Settlement per the terms of the Settlement Agreement attached hereto and marked as **Exhibit 1**.

3. During the parties' most recent CMC, I informed the Court the parties had settled the PAGA claims and I specifically asked how the Court preferred us to present the PAGA Settlement for approval, and the Court said, "Via Ex Parte Application."

My Experience Handling Representative Actions.

4. The Law Office of Thomas D. Rutledge consist of me, several paralegals, and various support staff during all times relevant to this litigation.

5. At all times, I have been the only attorney of record in the above-entitled action for the Plaintiffs.

6. I am the originating attorney and the person exclusively responsible for prosecuting this case.

7. I have had the privilege of practicing law for more than 26 years.

8. I have served the public my whole adult life.

9. Before practicing law, from about April 1987 to April 1994 at the age of 21, I proudly served in the U.S. Army National Guard in various capacities: first, as a Private First Class in a combat engineer's unit; and in 1990, after receiving my commission from the Commonwealth of

1 Massachusetts's State Officers' Candidate School, as a field artillery officer,
2 mortar platoon leader, and infantry company executive officer in the
3 Commonwealth of Pennsylvania (1992-1994) and Massachusetts (1987-
4 1992) Army National Guard.

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

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

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

11 13. In 1999, I obtained admission to the California Bar.

12 14. I am a former active member in the San Diego County Bar
13 Association (and several committees therein, such as the Labor and
14 Employment Law Section, Litigation Section, and Family Law Section), a
15 current member of the California Employment Lawyers Association,
16 Consumer Attorneys of San Diego ("CASD"), and a former member of the
17 National Employment Lawyers Association.

18 15. I am the former Co-Chairman to the San Diego County Bar
19 Association Labor and Employment Law Section.

20 16. I am a former Board of Director for CASD (served 2013-2016).

21 17. I am a former U.S. Navy Judge Advocate General's ("JAG") Corps
22 attorney.

23 18. From 1995 to 2002, I served in various capacities on active duty
24 as a prosecutor, defense attorney, and staff judge advocate in the U.S. Navy
25 JAG Corps handling hundreds of criminal and civil litigation matters and
26 personally preparing and filing more than 5000 tax returns.

27 19. I served a total of 20 years in the U.S. military retiring from the
28 U.S. Naval Reserve in 2008.

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

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

22. From 2009 to the present, I have focused my practice exclusively on prosecuting employment law claims on behalf of employee-plaintiffs, with a very small amount of my practice devoted to personal injury, landlord-tenant, and family law matters.

23. All my employee-plaintiffs' cases, including this case, are accepted on a nothing down contingency fee basis.

24. I personally have represented thousands of class members and aggrieved employees in over three dozen class and/or representative (Private Attorney General Act) actions prosecuting wage and hour claims, more than 20 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-0E-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. J.R.L. Systems, Inc.*, San Bernardino

1 Superior Court Case No.: CIVDS1515312; *Rosentein v. Pratt and Whitney, et*
2 *al.*, U.S.D.C. Case No.: 15CV2183 JM/JLB; *Don v. Penn*, San Diego Superior
3 Court Case No.: 37-2016-00025005; *Ramirez v. Coastal Trans. Serv.*, San
4 Diego Superior Court Case No.: 37-2016-00020248; *Velez v. CoWorx Staffing*
5 *Services LLC*, San Bernardino Superior Court Case No.: CIVDS1803229;
6 *Martz v. HCI Systems Inc.*, San Bernardino Superior Court Case No.:
7 CIVDS1607545, and many more.)

8 25. I have attended dozens of lectures presented by legal
9 professionals on the topic of prosecuting class action litigation in the last 15
10 years, I have tried wage and hour cases in Superior Court, I have appeared
11 before the Labor Commissioner on scores of wage claims, and I have
12 handled the representation of parties in dozens of mediations before well-
13 known mediators, such as Mark Rudy, Jeff Ross, Mike Dickstein, David
14 Rotman, Robert Kaplan, and Judge Herbert B. Hoffman (Ret.).

15 **Reasonableness of Hourly Rates.**

16 26. My current hourly rate is \$919 in employment class and
17 representative action litigation.

18 27. Because most plaintiffs cannot pay for my services on an hourly
19 basis, I represent all my wage and hour employment law clients (plaintiffs) on
20 a contingency fee basis.

21 28. Pursuant to this arrangement, my compensation does not occur
22 unless and until I prevail at trial or successfully settle my client's case.

23 29. Because I take the risk that I will not receive payment for my time
24 and expenses unless my client settles or wins his or her case, I cannot afford
25 to represent clients for less than my hourly rate.

26 30. Indeed, given the risk of litigation, it is important that I obtain a
27 multiplier to my regular hourly rate to offset cases I handle where I receive no
28 recovery.

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

5 32. Because of my experience, I am aware of the prevailing hourly
6 rates that have been charged by knowledgeable and experienced attorneys in
7 the field of employment law in San Diego, San Bernardino, Los Angeles, San
8 Francisco, and the State of California as a whole and my hourly rate is well in
9 line with rates typically approved in wage and hour class action litigation
10 which rates have been approved by courts in California in the Los Angeles,
11 Sacramento, San Francisco, Orange, San Diego, and San Bernardino
12 Counties.

13 **Facts of this case.**

14 33. From October 31, 2019 to April 24, 2020, Defendants employed
15 Plaintiff Thoung Thoung Pham as a bookkeeper, a nonexempt nonunion
16 employee.

17 34. On April 24, 2020, Defendants abruptly terminated Plaintiff's
18 employment without prior notice.

19 35. Defendant NFP Corp. Which Will Do Business In California As
20 National Financial Partners (hereinafter "NFP") is a large company doing
21 business nationwide primarily selling insurance and services to pension plan
22 providers.

23 36. Defendant Pen/Flex Inc. is NFP's wholly-owned subsidiary based
24 in San Diego County.

25 37. The Aggrieved Employees consist of a small group of employees
26 (27 total; 13 former) Defendants employed who worked office jobs from
27 November 28, 2019 to the present.

28 38. Before the filing of this suit, the named Plaintiff requested my

1 office to obtain her personnel file from the Defendants.

2 39. Upon receipt and review of the named Plaintiff's personnel file, it
3 appeared that Defendants potentially violated various provisions of the Labor
4 Code.

5 40. My office thereafter conducted a good faith investigation into the
6 merits of Plaintiff's claims by interviewing the named Plaintiff further and
7 reviewing additional documents.

8 41. The results of this investigation warranted the ensuing litigation.

9 42. On July 17, 2020, this Action commenced in the above referenced
10 court as an individual action under the California Investigative Consumer
11 Reporting Agencies Act of Civ. Code, § 1786, *et seq.* (ICRAA).

12 43. On April 1, 2020, in coordination with taking the required steps to
13 exhaust administrative remedy requirements with the LWDA, Plaintiffs filed
14 the FAC (the operative complaint) in this Action.

15 44. The gravamen of the case concerns Plaintiffs' claims for unpaid
16 wages, penalties, interest, costs, and attorneys' fees on the basis of their
17 PAGA allegations that, among other things, Defendants failed to pay
18 Aggrieved Employees for all overtime wages, minimum wages, regular
19 wages, meal and rest break premiums, failed to provide accurate wage
20 statements, failed to pay prevailing wages, failed to reimburse employees for
21 work-related expenses, failed to timely pay all wages upon discharge, among
22 other Labor Code violations.

23 45. Plaintiff's case also concerns the named Plaintiff's individual
24 claims for the foregoing and Defendants' violations of the ICRAA.

25 46. The Defendants filed timely answers to Plaintiffs' Complaints that
26 deny all the allegations asserted in the operative Complaint and assert
27 Defendants are not liable for the claims asserted by the Representative
28 Plaintiff.

1 47. For more than 18 months, the parties spent a considerable
2 amount of time engaged in the discovery process.

3 48. Shortly after the commencement of this litigation, Plaintiffs served
4 Defendants with written discovery.

5 49. Based upon Defendants' responses, Plaintiffs served Defendants
6 with a second comprehensive set of written discovery.

7 50. Plaintiffs took the video deposition of one of the Defendant's
8 PMQs (Greg Allan).

9 51. During this period, the parties had various discovery disputes that
10 resulted in Plaintiffs filing motions to compel (later resolved informally).

11 52. This relatively heated exchange of communication between the
12 parties involving Plaintiffs' search for evidence, and Defendants' adept
13 attempt to avoid the production of evidence, led to the bilateral realization that
14 settlement discussions behooved the parties.

15 53. Following a series of detailed discussions between the parties via
16 counsel during which time counsel engaged in open and frank discussions
17 regarding the merits of this case, the parties agreed to attend an MSC.

18 54. The Parties have conducted a significant investigation of the facts
19 and law during the prosecution of this case.

20 55. Such discovery and investigation includes: (1) the Plaintiffs'
21 analysis of the sampling of Aggrieved Employee payroll data Defendants
22 provided, including size and composition, applicable employment policies of
23 the Defendants, and payroll and time records for approximately reasonable
24 number of current and/or former employees statewide, involving a large
25 number of pages of policies and documents, Excel spreadsheets, electronic
26 wage statements, and other records, (2) analysis of legal positions taken by
27 the Defendants, (3) interviews of material witnesses, (4) calculation and
28 analysis of potential damages and penalties based on the data produced by

1 Defendants, and (5) research and analysis of applicable law with respect to
2 the claims alleged and potential defenses thereto.

3 56. Defendants produced the aforementioned documents via the
4 discovery process before the MSC.

5 57. My office spent many hours reviewing the foregoing data and
6 have investigated the law as applied to the discovered facts regarding the
7 alleged claims of the Representative Plaintiff and potential defenses thereto,
8 and the potential damages and penalties claimed by the Representative
9 Plaintiff.

10 58. Representative Plaintiff and Defendants, through counsel,
11 engaged in extensive discussions about the factual and legal strengths and
12 weaknesses of the claims and defenses before the MSC.

13 59. I devoted a substantial amount of my practice evaluating the data,
14 interviewing witnesses, and preparing for trial and the MSC.

15 60. In 2021, this Court graciously permitted the parties to use the
16 Superior Court's MSC services.

17 61. On April 14, 2022, the parties attended a full day MSC before the
18 Hon. Robert C. Longstreth in department 1603.

19 62. With the efforts of all parties and their counsel, and especially with
20 the invaluable assistance from the highly capable Judge Longstreth, the
21 parties reached a verbal handshake settlement, the detailed written terms of
22 which took several months for the parties to finalize.

23 63. On September 13, 2022, I gave Defendants written notice of this
24 Application via email by sending a draft to Defendants' counsel.

25 64. This Application is unopposed.

26 65. Attached hereto and marked as **Exhibit 2** is evidence of all the
27 filings we submitted to the LWDA.

28

Reasons this Settlement is Fair and Reasonable.

66. Representative Plaintiff and my office concluded, after taking into account the disputed factual and legal issues involved in the Action, the risks and substantial expenses involved in the further prosecution of this case, and the substantial benefits to be received pursuant to the compromise and settlement of the Action, as set forth in this Settlement Agreement, that settlement on the terms set forth herein is in the best interest of Representative Plaintiff and the Aggrieved Employees and is fair and reasonable.

67. My office and the Representative Plaintiff understand the risks inherent in litigation -- most significantly the lack of evidence of class claims and the limited number of Aggrieved Employees.

68. My office and the Representative Plaintiff are likewise well aware of the problems posed by potentially differing claims and methods of proof among the Aggrieved Employees, as well as the potential merits of affirmative defenses expected to be raised by the Defendants.

69. In light of the risks related to Defendants prevailing on an anticipated motion for summary judgment or at trial, or both, the recovery obtained in the case for the released claims, including the settlement amount payable to the LWDA and the Aggrieved Employees for the PAGA claims, is fair and reasonable.

70. Defendants, via counsel, represent that approximately 27 Aggrieved Employees worked a total of approximately 929 pay periods during the PAGA release period.

71. By this Agreement and based on the foregoing representations by the Defendants, the parties estimate the average payout per employee will be about \$93 per employee ($\$2,500/27=\92.5), which sum may be more or less depending on how long the Aggrieved Employee worked during the PAGA

1 period.

2 72. Overall, the Labor Code violations we found were often highly
3 technical, small in value, and Plaintiffs knew Defendants would urge the Court
4 to reduce any penalties awarded to be fair relative to the technical infractions
5 Plaintiffs would prove at trial considering the cause of most violations was
6 from Defendants ordering its employees to work remotely (whereupon the
7 employer could not closely monitor its employees).

8 73. In light of the foregoing, I strongly believe the recovery obtained in
9 this case is not just fair and reasonable, but excellent.

10 **Counsel's Requested Fees.**

11 74. Attorneys' fees rates generally range from approximately \$750 per
12 hour at the low end of the scale to approximately \$919 per hour at the high
13 end of the scale for an attorney of my skill experience.

14 75. The regular hourly rate I have charged for my services in this
15 litigation is reasonable and justified based on my knowledge and years of
16 experience.

17 76. I have attached detailed contemporaneous billing records for the
18 time I worked on this case as **Exhibit 3**, which details are incorporated by
19 reference as through set forth herein.

20 77. My fees are consistent with noted sources, such as the 2021-2022
21 Laffey Matrix, a true and correct copy of which is attached hereto and marked
22 as **Exhibit 4**.

23 78. My hourly rate under the lodestar method using the *Laffey* Matrix
24 demonstrates the reasonableness of the fee request.

25 79. The *Laffey* Matrix originated in *Laffey v. Northwest Airlines*, 572 F.
26 Supp. 354 (D.D.C. 1983), reversed, 746 F.2d 4 (D.C. Cir. 1984), overruled,
27 *Save Our Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir.
28 1988) (*en banc*).

1 80. Counsel in the *Laffey* case compiled evidence from firms showing
2 the market rates in the District of Columbia for complex federal litigation to
3 show the court prevailing market rates.

4 81. That evidence was analyzed and a matrix of rates for attorneys at
5 various experience levels was created, later becoming known as the *Laffey*
6 Matrix.

7 82. Attorneys in cases where they must establish the prevailing
8 market rates in their jurisdiction for fee award requests, including California,
9 often cite to the *Laffey* Matrix because the *Laffey* Matrix is a useful tool easily
10 accessible to practitioners and is widely regarded by many courts in the U.S.
11 as a source for courts to gauge the prevailing rates for attorneys in the local
12 community. www.en.wikipedia.org/wiki/Laffey_Matrix.

13 83. The *Laffey* Matrix is updated annually by an independent group to
14 stay consistent with inflation or recent trends in the market.

15 84. The current version of the *Laffey* Matrix is located at
16 www.laffeymatrix.com.

17 85. Many California courts consider the *Laffey* Matrix “a widely
18 recognized compilation of attorney and paralegal rates based on various
19 levels of experience.” *Theme Promotions v News American Marketing FSI*,
20 731 F. Supp. 2d 937, 948 (N.D. Cal. 2010) (using the Laffey Matrix to
21 determine reasonable attorneys' fees rates); *Ramirez v. Escondido Unified*
22 *School District*, 2014 WL 12675859, at *2 (S.D. Cal., Apr. 17, 2014, No.
23 11CV1823 DMS (BGS) (“When used in a given case, the *Laffey* Matrix is
24 adjusted to the federal locality pay differentials for the relevant community for
25 the relevant year.”).

26 86. While a trial court is not “required to follow the Laffey Matrix” in
27 setting reasonable hourly rates, neither is it an abuse of discretion to do so.
28 *Syers Properties III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 702 (2014); see

1 also *Nemecek & Cole v. Horn*, 208 Cal. App. 4th 641, 650-651 (2012).

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

6 88. According to the *Laffey* Matrix, the prevailing market rate for an
7 attorney with more than 27-years of experience, such as Mr. Rutledge, is
8 \$919 per hour.

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

13 90. At least three different courts have awarded my office fees
14 commensurate with the fees requested here adjusted by inflation. See e.g.,
15 *Olshansky, et al. v. ATC Healthcare Services, LLC*, et al. S.D.S.C. Case No.
16 37-2018-00065377-CU-OE-CTL (Hon. Gregory W. Pollack) (awarding 1/3 of
17 the settlement=\$914 per hour); *Babouchian, et al. v. Wyndham Vacation*
18 *Ownership, et al.* SDSC Case Number: 37-2018-00014601-CU-OE-CTL (Hon.
19 Richard Strauss); *Hopper, et al. v. Kimball Tirey & St. John, et al.* Case No.:
20 37-2019-00010409-CU-OE-CTL (Hon. Kenneth J. Medel).

21 **Summary of Lodestar.**

22 91. The nature of work performed by me and my office is documented
23 in this declaration.

24 92. The time records reflect billing practices on a minimum of one
25 tenth of the hour.

26 93. This time is summarized as follows:

Name of Attorney	YEAR OF BAR ADMISSION	RATE	HOURS	LODESTAR
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Thomas D. Rutledge, Partner	1995	\$919	273.1	\$250,979
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94. Throughout the case, I made substantial efforts to allocate work efficiently and to avoid unnecessary duplication of work where possible.

95. I have incurred the following expenses in connection with this litigation:

Filing Fees via One Legal	\$800
LWDA Cert Mail Fee-11-2-20	\$33
LWDA Cert Mail Fee-11-5-20	\$65
Service Fees	\$80
LWDA Filing Fee via CC-11/5/20	\$75
Depo Trans. Atkinson Veritext Legal Sol.	\$2,810
Subtotal	\$3,863

96. True and correct copies of most of the invoices/receipts for these expenses are attached hereto and marked as **Exhibit 5**.

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

The Novelty and Difficulty of the Litigation.

98. As discussed above, Defendants confronted my office with complex factual and legal defenses that presented significant hurdles to achieving a favorable settlement.

99. Due to the novel and complex legal issues involved, I utilized skills normally reserved to those who handle complex litigation cases.

100. My office subjected ourselves to this contingent fee market in this all-or-nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate.

101. My contingent fee practices do not accommodate the investment of unnecessary time in a case.

102. This case was litigated on a contingent basis with all the

1 concomitant risk factors inherent in such an uncertain undertaking.

2 103. On account of the concerted and dedicated effort this case
3 demanded in order to properly handle and prosecute, I was precluded from
4 taking other cases.

5 104. I assumed the very serious risk that I would receive nothing at all
6 for our efforts, having devoted time, and advancing costs.

7 **Conclusion.**

8 105. For all the foregoing reasons, the parties very respectfully request
9 this Court to judicially approve the PAGA penalty amounts pursuant to Labor
10 Code §§ 2699, *et seq.* and sign the [Proposed] Order filed herewith.

11 Except as to those matters made upon information and belief, I declare
12 under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed this day of October 6, 2022, in San Diego, California

15 Thomas D. Rutledge
16 /s/Declarant

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This Stipulation of Settlement (“PAGA Settlement Agreement”) is made by and between Named Plaintiff THOUNG THOUNG PHAM (“Plaintiff”), on her own behalf and on behalf of all members of the Private Attorney General Act (“PAGA”) Group, as defined below, and the state of California pursuant to the PAGA (collectively, “Plaintiffs”) and Defendants NFP CORP. WHICH WILL DO BUSINESS IN CALIFORNIA AS NATIONAL FINANCIAL PARTNERS and PEN/FLEX INC. (collectively “Defendants”), in the lawsuit entitled *Thoung Thoung Pham, et al. v. NFP Corp. Which Will Do Business In California As National Financial Partners, et al.*, Superior Court of California, San Diego County, Case No. 37-2020-00024993-CU-OE-CTL (the “Litigation”). The term “Party” or “Parties” as used herein refer to Plaintiff, Defendants, or both where appropriate. This PAGA Settlement Agreement resolves all claims for PAGA civil penalties asserted or could have been asserted against Defendants pertaining to the claims in the Litigation.

I. DEFINITIONS

A. Administrative Costs. All administrative costs of settlement, including any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this PAGA Settlement Agreement.

B. Agreement, Settlement Agreement or Settlement. The terms “Agreement” or “Settlement Agreement” are used synonymously herein to mean the agreement in this document, titled “PAGA Settlement Agreement.”

C. Attorney’s Fees and Costs. In the amount not to exceed Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00), as approved by the Court and awarded to Plaintiffs’ Counsel. The Attorney’s Fees and Costs shall be paid from the Settlement Amount and is unopposed by Defendants.

D. Court. The term “Court” as used herein means the Superior Court

of the State of California for the County of San Diego.

E. Date of Approval. The terms “Date of Approval” or “Approval” as used herein mean the date of the Court enters judgment granting approval of the PAGA Settlement Agreement.

F. Defendants. The term “Defendants” as used herein means: NFP CORP. WHICH WILL DO BUSINESS IN CALIFORNIA AS NATIONAL FINANCIAL PARTNERS and PEN/FLEX INC.

G. Litigation. The term “Litigation” as used herein means the action entitled filed in Superior Court of the State of California for the County of San Diego, Case No. 37-2020-00024993-CU-OE-CTL.

H. LWDA. The California Labor and Workforce Development Agency.

I. LWDA Payment. The term “LWDA Payment” as used herein means seventy-five percent (75%) of the Net Settlement Amount.

J. Named Plaintiff. The term “Named Plaintiff” as used herein means THOUNG THOUNG PHAM. The term Named Plaintiff shall be used synonymously with the term PAGA Representative.

K. Net Settlement Amount. The term “Net Settlement Amount” as used herein means the remainder of the Settlement Amount after the deduction of any award of Attorney’s Fees and Costs, and Administrative Costs, and as provided in Sections X and VI, respectively.

L. Net Settlement Payments. The term “Net Settlement Payment(s)” shall include payments made to the PAGA Group under the terms of the Agreement.

M. PAGA. The California Private Attorney General Act of 2004, Labor Code section 2698, *et seq.*

N. PAGA Group. The PAGA Group is defined as: All persons within the State of California Defendants employed in the State of California that were classified as non-exempt at any time within the PAGA Period who were issued

wage and earning statements that said PEN/FLEX INC. was their employer. Defendants warrant and represent there are only 27 individuals in the PAGA Group, who worked an aggregate total of approximately 929 pay periods during the PAGA Period as of the date of the settlement conference.

O. PAGA Period. The term “PAGA Period” or “Settlement Period” shall refer to the period of November 28, 2019 to the date of settlement approval.

P. Plaintiffs’ Counsel. The term “Plaintiffs’ Counsel” as used herein means: Thomas D. Rutledge, who is counsel for and acting on behalf of Named Plaintiff.

Q. Named Plaintiff’s Individual Claim. The term “Plaintiff’s Individual Claim” as used herein means the Named Plaintiff’s individual claims for violation of the California Investigative Consumer Reporting Agencies Act, Civil Code § 1786, *et. seq.* (ICRAA), Invasion of Privacy, and individual claims for violations of the California Labor Code, as outlined in the Complaint and/or separately asserted.

R. Settlement Administrator. The term “Settlement Administrator” as used herein means Phoenix Settlement Administrators, which will be responsible for the Settlement Distribution, as defined below, and all related matters.

S. Settlement Amount. The terms “Settlement Amount” and “Gross Settlement Fund” as used herein mean a fund in the sum of Ninety-Seven Thousand Dollars and Zero Cents (\$97,000.00) which shall be paid by Defendants, and from which all Net Settlement Payments to the PAGA Group pursuant to Section VIII, Court approved Attorney’s Fees and Costs pursuant to Section X, Administrative Costs pursuant to Section VI, and distribution to the LWDA Payment pursuant to Section VIII shall be paid, except as provided herein.

T. Settlement Distribution. The Settlement Administrator shall disburse the Settlement Amount pursuant to Section VIII(D). Under the terms of the Settlement Agreement, the Settlement Administrator shall disburse: (1) the LWDA Payment to the LWDA; (2) the Net Settlement Payments to the PAGA

Group; (3) the Attorney's Fee and Cost award to Plaintiffs' Counsel; and (4) the Administrative Costs, as approved by the Court.

U. **Qualified Settlement Fund or QSF**: The Parties agree that the Settlement Amount is intended to be a "Qualified Settlement Fund" or "QSF" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

II. **BACKGROUND**

A. On July 17, 2020, Plaintiff filed a Complaint against Defendants, which is pending as *Thoung Thoung Pham, et al. v. NFP Corp. Which Will Do Business In California As National Financial Partners, et al.*, Superior Court of California San Diego County Case No. 37-2020-00024993-CU-OE-CTL (the "Litigation"). In the Complaint, Plaintiff asserted two causes of action against Defendants for violation of the California Investigative Consumer Reporting Agencies Act, Civil Code § 1786, *et. seq.* (ICRAA) and Invasion of Privacy.

B. On November 3 and 5, 2020, Plaintiff provided Defendants with PAGA Notice to the LWDA alleging wage and hour PAGA violations against Defendant PEN/FLEX INC. of the following Labor Code sections: 201, 201.3, 202, 203, 204 and/or 204b, 210, 218.5, 225.5, 226, 226.3, 226.6, 226.7, 246, 246.5, 247, 247.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1175.5, 1194, 1197, 1197.1, 1198, and 2802, against Defendants on the Named Plaintiff's behalf and on behalf of the state and other alleged aggrieved employees.

C. On February 1, 2021, Plaintiff filed a First Amended Complaint ("FAC") against Defendants, adding a claim for PAGA civil penalties based on allegations that Defendants failed to pay Plaintiff and other aggrieved employees

all minimum and overtime wages, timely pay wages, provide meal periods and rest periods, issue accurate itemized wage statements, maintain payroll records, and reimburse employees for necessary business expenses, and other associated Labor Code violations. The Litigation sought penalties under the PAGA for these alleged violations. Plaintiff's FAC also added in the following additional Defendants: San Diego Pension Consultants, Inc., Greg Allan, Thomas Pancheri, and Veronica Moo.

D. Following the filing of the Litigation, the Parties exchanged and responded to multiple sets of written discovery, including Form and Special Interrogatories, Requests for Production of Documents and Requests for Admission. Defendants produced approximately 838 pages of documents, including the Named Plaintiff's personnel file, time and pay records, and a sampling of time and pay records of other putative PAGA aggrieved employees. Plaintiffs also took the deposition of PEN/FLEX INC.'s President, Greg Allan.

E. Then Counsel for the Parties met and conferred with respect to the potential settlement of the Litigation. Pursuant to these discussions, the Parties agreed to engage in a Settlement Conference through the Superior Court of California, San Diego County's Civil Settlement Conference Program. Plaintiffs also agreed to and dismissed Greg Allan as a Defendant. Defendants subsequently informally provided Plaintiffs with information regarding the total number of the putative PAGA Group, including how many of those employees are former employees, and the total pay periods worked by the PAGA Group.

F. Named Plaintiff and Plaintiffs' Counsel have engaged in good faith, arms-length negotiations. On April 14, 2022, the Parties participated in a Settlement Conference with the Honorable Robert C. Longstreth. The Parties agreed to settle Plaintiffs' claims collectively for One-Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00). Thereafter, the parties agreed to attribute the settlement sum as follows: Ninety-Seven Thousand Dollars and Zero

Cents (\$97,000.00) for the PAGA claims and Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00) for the Named Plaintiff's Individual Claims. The Parties agreed to finalize a formal Settlement Agreement after the Settlement Conference and to seek Court Approval of the PAGA Settlement. This document is the formalized Settlement Agreement.

G. Plaintiffs' Counsel has conducted an investigation of the law and facts relating to the claims asserted in the Litigation and has concluded, taking into account the sharply contested issues involved, the expense and time necessary to pursue the Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome, the uncertainties of complex litigation, the time spent litigating this case thus far, and the substantial benefits to be received by the Named Plaintiff and the members of the PAGA Group pursuant to this Agreement, that a settlement with Defendants on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the PAGA Group. Named Plaintiff, on her own behalf and as a representative pursuant to PAGA, has agreed to settle the Litigation with Defendant on the terms set forth herein.

H. Defendants have concluded that, because of the substantial expense of defending against the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to their business operations, it is in its best interests to accept the terms of this Agreement. Defendants deny each of the allegations and claims asserted against it in the Litigation. However, Defendants nevertheless desire to settle the Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

I. This Agreement is intended to and does effectuate the full, final, and complete resolution of all allegations and claims that were asserted, or could have

been asserted, in the Litigation by Named Plaintiff. This Agreement does not cover the Named Plaintiff's Individual Claims, which have been resolved with a separate agreement.

III. JURISDICTION

The Parties agree the Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Approval of the Agreement, pursuant to California Code of Civil Procedure § 664.6 the Parties agree the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Agreement consistent with the terms set forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this Agreement and all orders and judgments entered in connection therewith.

IV. STATEMENT OF NO ADMISSION

A. Defendants deny liability to Named Plaintiff and to the PAGA Group upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Litigation.

B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this

Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with this Agreement.

C. None of the documents produced or created by Named Plaintiff or the PAGA Group in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

D. Nothing in this Agreement is construed as an admission or acknowledgement of any kind that any group should or would be given collective treatment in the Litigation or in any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement is admissible in any court or other tribunal regarding the propriety of collective treatment. In the event this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

V. RELEASE, DISMISSAL, AND CONFIDENTIALITY

A. Release as to All PAGA Group Members.

Upon Approval by the Court of this Settlement, the Named Plaintiff and each member of the PAGA Group, release any and all claims and causes of action under the California Private Attorneys' General Act of 2004 Cal. Lab. Code §

2698 (PAGA) against Defendants, any of Defendant's successors, present and former parents, subsidiaries and affiliated companies or entities, their respective officers, directors, employees, partners, shareholders and agents, as well as any other successors, assigns and legal representatives and their related persons and entities, and any individual or entity that could be liable for any of the Released Claims, and Defendant's counsel of record in the Litigation ("Released Parties"), arising out of the facts and claims asserted in the Litigation for civil penalties under the PAGA based upon any of Named Plaintiff's allegations or claims, under any legal theory of liability, in any forum, and all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA. This includes but is not limited to failure to minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest periods; failure to pay wages due at termination; failure to provide accurate itemized wage statements; failure to pay employees timely; and failure to reimburse business expenses; PAGA claims for civil penalties due to the alleged Labor Code violations and by Defendant during the Class Period including California Labor Code §§ 201-204b, 210, 216, 218.5, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.4, 226.6, 226.7, 246, 246.5, 247, 247.5, 248.5, 256, 432.5, 510, 512, 558, 558.1, 1174, 1175.5, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699, 2802, and their subsections, all applicable IWC Wage Order 4-2001; Cal. Code of Regulations sections 11040(11) and (12); penalties that could have arisen out of the facts alleged in the Complaint ("Released Claims"). This release extends only to remedies available through the PAGA and does not release the Named Plaintiff's Individual Claims which are subject to a separate Confidential Settlement Agreement and General Release of All Claims.

B. Publicity.

The Named Plaintiff and her counsel agree they have not and will not report the Settlement in any news related media, shall not post or report anything

regarding the claims of Named Plaintiff or the Settlement on any website, and shall not contact any reporters or media regarding the Settlement. However, nothing in the provision shall be construed from as preventing the Parties from taking following actions: (a) Named Plaintiff's Counsel shall be allowed to refer to the Litigation and Agreement in other litigations to support their adequacy as attorneys for a putative class or to justify an award of attorney's fees; (b) the Parties shall have the right to disclose the Agreement as may be required under federal or state tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties may refer to the Agreement, describe its terms, and file the settlement agreement with the Court, the California LWDA, and the Settlement Administrator in connection with any proceedings which are reasonably necessary to obtain Approval of the Settlement; and, (d) the Parties or their representatives may communicate with accountants or legal advisors regarding the Agreement. Except for the previously listed exceptions, in response to any inquiries about the Litigation, the Parties may state that "the case was resolved, and it was resolved confidentially."

VI. SETTLEMENT ADMINISTRATOR

Named Plaintiff and Defendants, through their respective counsel, have agreed to employ Phoenix Settlement Administrators as the Settlement Administrator to administer the Agreement. The Settlement Administrator shall be responsible for calculating and mailing all the amounts to be paid as the Net Settlement Payments and distributing them to the PAGA Group; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney's Fees and Costs awarded to Plaintiff's Counsel; printing and providing the PAGA Group and Plaintiffs' Counsel with IRS forms 1099, as required under this Agreement and applicable law; providing any funds remaining from the Net Settlement Amount as a result of uncashed checks to the LWDA; payment to itself Administrative Costs approved by the Court; providing updates to Defendants' Counsel and

Plaintiffs' Counsel regarding the funding and disbursement of the Settlement Amount; and for such other tasks as the Parties mutually agree.

The Administrative Costs, which are the charges and expenses of the Settlement Administrator in administering this Settlement, are estimated to be Two Thousand Dollars and Zero Cents (\$2,000.00) and will be paid from the Settlement Amount out of the Qualified Settlement Fund. Any charges and expenses of the Settlement Administrator greater than the allocated Two Thousand Dollars (\$2,000.00) will come from the Attorney's Fees and Costs award of the Settlement Amount out of the Qualified Settlement Fund. If the actual Settlement Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Settlement Administrator fees will be included in the Attorney's Fees and Costs award of the Settlement Amount out of the Qualified Settlement Fund.

VII. NOTICE OF SETTLEMENT TO LWDA

Named Plaintiff, through her attorney, shall provide written notice of the settlement of the Litigation to the LWDA. Plaintiffs' counsel shall provide Defense counsel with a copy of the written notice of the Litigation settlement sent to the LWDA upon request. The provision of notice of the settlement of the Litigation to the LWDA is a condition precedent to this Settlement.

VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Net Settlement Payment Distribution Formula.

The Net Settlement Amount (Ten-Thousand Dollars and Zero Cents (\$10,000.00)) is allocated to satisfy the PAGA penalties claim as alleged in the First Amended Complaint and shall be paid out of the Qualified Settlement Fund. Members of the PAGA Group will receive a lump sum Net Settlement Payment as good and valuable consideration for the waiver and release of claims set forth in Section V(A), above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

The lump sum Net Settlement Payment to each member of the PAGA Group will be determined by dividing twenty-five percent (25%) of the Net Settlement Amount by the total number of pay periods worked by all members of the PAGA Group during the Settlement Period (the “Pay Period Amount”) and then multiplying the Pay Period Amount by the number of pay periods worked by the individual PAGA member. The Net Settlement Payments to the PAGA members shall come out of the Qualified Settlement Fund.

B. Funding of the Settlement.

The funding of the Settlement Amount will be completed at one time with funds provided to and escrowed by the Settlement Administrator. The funds used for the Settlement Amount shall be paid to the Settlement Administrator by Defendants within thirty (30) calendar days of its receipt of a notice of entry of the Court’s Approval order.

C. Uncashed Checks.

If a PAGA Group member is deceased at the time of distribution, the Settlement Administrator shall notify the executor of the deceased PAGA Group member’s estate and, if appropriate, place the deceased PAGA Group member’s payment in escrow or similar disposition such that any competing heirs may take whatever action they wish to resolve ultimate disposition of such money and the Settlement Administrator and the Parties hereto may disclaim any further interest in or obligation in relation to such money.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the monies represented by the check shall be turned over according to the below procedures.

Settlement checks will specifically indicate that the checks are void if not negotiated within one hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall be voided. The Settlement Administrator will remit the entire amount of each PAGA Group member's uncashed Net Settlement Payment to the LWDA in the name of the PAGA Group member to whom the uncashed Net Settlement Payment was drafted.

D. Disbursement of Settlement.

Subject to the terms and conditions of this Agreement, within ten (10) calendar days after receipt of the Settlement funds from Defendants, the Settlement Administrator shall disburse the Settlement Amount as follows:

1. **To The PAGA Group Members.** The Settlement Administrator will pay the PAGA Group members their Net Settlement Payments according to the distribution formula set forth above.

2. **To the LWDA.** Seventy-five percent (75%) of the Net Settlement Amount (approximately \$7,500.00) shall be paid to the LWDA out of the Qualified Settlement Fund.

3. **To Plaintiffs' Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendants agree not to oppose, a total award for Attorney's Fees and Costs not to exceed Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00). The Settlement Administrator will pay the court-approved amounts of the Attorney's Fees and Costs award from the Settlement Amount out of the Qualified Settlement Fund. IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to the Attorney's Fees and Costs award. Such issuance should be made by the Settlement Administrator, and not by the Defendants. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Attorney's Fees and Costs award and holds Defendants harmless, and indemnifies Defendants, from

any dispute or controversy regarding any division or sharing of any of these payments..

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administrative Costs (reasonable fees and expenses) approved by the Court.

IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendants, policies, or bonus programs. Any payments made under the terms of this Agreement shall not be applied retroactively, currently, or on an ongoing basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendants' benefit plan, policy, or bonus program. Defendants retain the right to modify the language of their benefit plans, policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement.

X. PLAINTIFF'S COUNSELS' ATTORNEY'S FEES AND LITIGATION COSTS

Defendants shall not oppose an application by Plaintiffs' Counsel for, and Plaintiffs' Counsel shall not seek or receive an amount in excess of Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00) for all past and future Attorney's Fees and Costs necessary to prosecute, settle, and administer the Litigation and this Agreement. Any Attorney's Fees and Costs awarded to Plaintiffs' Counsel

by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount. This amount shall include all attorney's fees, Litigation costs, and expenses for which Named Plaintiff and Plaintiffs' Counsel could claim under any legal theory whatsoever.

XI. TAXATION AND ALLOCATION

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount and any Net Settlement Payments paid therefrom, shall be deemed, and are allocated by the Parties 100% as non-wage damages. All PAGA Group members who cash their settlement check shall receive an IRS Form 1099 for their portion of the settlement.

XII. COURT APPROVAL

This Agreement is contingent upon Court Approval. Named Plaintiff and Defendants agree to take all steps reasonably necessary to secure Approval of the Agreement, to the extent consistent with the terms of this Agreement and will not take any action adverse to each other in obtaining Court Approval of this Agreement in all respects.

XIII. APPRISAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR.

The Settlement Administrator shall keep Plaintiff's Counsel and Defendants' Counsel apprised of all distributions from the Settlement Amount. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to Plaintiffs' Counsel and Defendants' Counsel. The Settlement Administrator shall also provide Defendants with a final accounting, including the names of payees and their respective Net Settlement Payments received.

XIV. MISCELLANEOUS PROVISIONS

A. Stay of Litigation.

Named Plaintiff and Defendants agree to the stay of all discovery in the

Litigation pending Approval of the Agreement by the Court.

B. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Named Plaintiff and Defendants. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of San Diego and Named Plaintiff and Defendants hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. The foregoing is only limited to disputes concerning this Agreement and in no way limits or negates the enforceability and effect of any other agreements signed by employees of Defendants. Named Plaintiff, on his own behalf and on behalf of the state and the PAGA Group, and Defendants participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, Named Plaintiff and Defendants may not claim that any ambiguity in this Agreement should be construed against the other.

The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Named Plaintiff and Defendants with respect to the Settlement of the Litigation. The Agreement may be modified only by a writing signed by counsel for all Parties or their successors-in-interest.

C. Further Cooperation.

Named Plaintiff and Defendants and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek Approval from the Court, and to do all things reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

D. Confidentiality of Documents.

Named Plaintiff, the Settlement Administrator, and Plaintiffs' Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations, and other information obtained in the Litigation, unless necessary for appeal or such documents are ordered to be disclosed by the Judge or by a subpoena.

E. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

F. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

G. No Third-Party Beneficiaries.

Named Plaintiff, members of the PAGA Group, Defendants, and Released Parties are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

H. Force Majeure.

The failure of any party to perform any of its obligations hereunder shall not subject such party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions, floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages, shortages of

material or supplies, governmental laws, restrictions, rules or regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such party.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiffs' Counsel, on behalf of the Parties, the state of California, and the PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

I. Defendant's Fees and Costs

All of Defendants' own legal fees, costs, and expenses incurred in this Action shall be borne by Defendants.

L. No Prior Assignment

Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

J. No Tax or Legal Advice.

The Parties understand and agree that none of the Parties are providing tax or legal advice, or making representations regarding tax obligations or consequences, if any, related to this Agreement, and the PAGA Group members

will assume any such tax obligations or consequences that may arise from this Agreement, and that the PAGA Group members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event any taxing body determines additional taxes are due from any PAGA Group member(s), the PAGA Group member(s) shall assume all responsibility for the payment of such taxes.

K. Amendment or Modification of Agreement.

This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest

[Signatures to follow on next page]

Dated: 8/23, 2022

Thoung Thoung Pham
Plaintiff, THONG THOUNG PHAM

Dated: 9/7/, 2022

[Signature]
By: Greg Allan, on behalf of
PEN/FLEX INC.

Dated: _____, 2022

By: Veronica Voo, on behalf
of NFP CORP. WHICH WILL DO
BUSINESS IN CALIFORNIA AS
NATIONAL FINANCIAL
PARTNERS

APPROVED AS TO FORM ONLY:

Dated: 8.23, 2022

Thomas D. Rutledge, Esq.

[Signature]
Thomas D. Rutledge, Esq.
Attorney for Plaintiff

will assume any such tax obligations or consequences that may arise from this Agreement, and that the PAGA Group members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event any taxing body determines additional taxes are due from any PAGA Group member(s), the PAGA Group member(s) shall assume all responsibility for the payment of such taxes.

K. Amendment or Modification of Agreement.

This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest

[Signatures to follow on next page]

Dated: 8/23, 2022


Plaintiff, THONG THONG PHAM

Dated: _____, 2022

By: Greg Allan, on behalf of
PEN/FLEX INC.

Dated: September 6, 2022


By: Veronica Voo, on behalf
of NFP CORP. WHICH WILL DO
BUSINESS IN CALIFORNIA AS
NATIONAL FINANCIAL
PARTNERS

APPROVED AS TO FORM ONLY:

Dated: 8.23, 2022

Thomas D. Rutledge, Esq.


Thomas D. Rutledge, Esq.
Attorney for Plaintiff

Dated: September 9, 2022

JACKSON LEWIS PC



Adrienne L. Conrad, Esq.

Lara P. Besser, Esq.

Attorney for Defendant

PEN/FLEX INC.

O'MELVENY & MYERS LLP

Dated: September 9, 2022



Adam J. Karr, Esq.

Allan W. Gustin, Esq.

Attorneys for Defendant

NFP CORP. WHICH WILL DO
BUSINESS IN CALIFORNIA AS
NATIONAL FINANCIAL
PARTNERS

Exhibit 2



Thomas Rutledge <thomasrutledgelaw@gmail.com>

Thank you for your Amended PAGA Claim Notice Submission

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Reply-To: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: thomasrutledgelaw@gmail.com

Thu, Nov 5, 2020 at 3:05 PM

11/05/2020 03:04:59 PM

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

Item submitted: Amended PAGA Claim Notice

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



Thomas Rutledge <thomasrutledgelaw@gmail.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue, Nov 3, 2020 at 5:09 PM

To: "thomasrutledgelaw@gmail.com" <thomasrutledgelaw@gmail.com>

11/3/2020

LWDA Case No. LWDA-CM-811561-20

Law Firm : law offices of thomas d. rutledge

Plaintiff Name : THOUNG THOUNG PHAM

Employer: NFP CORP. WHICH WILL DO BUSINESS IN CALIFORNIA AS NATIONAL FINANCIAL PARTNERS

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



Thomas Rutledge <thomasrutledgelaw@gmail.com>

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue, Nov 3, 2020 at 5:09 PM

To: "thomasrutledgelaw@gmail.com" <thomasrutledgelaw@gmail.com>

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-811561-20

Order Number: ORD-000085872

Total:\$75.00

Card Type: Visa

Date: 11/3/2020

Billing Information

Name: thomas rutledge

Email: thomasrutledgelaw@gmail.com

Billing Address:

113 west g street

san diego, California

92101

Exhibit 3

Timesheet for Thomas
D. Rutledge ICO
Pham v. NFP PAGA Action

Case	Description	Date	
Pham PAGA Action	Meeting with C; case intake; conflict check; research; RD	5/27/2020	2
		5/28/2020	
Pham PAGA Action	RF; Requested PF; researched company entity status	5/29/2020	1
		5/30/2020	
		5/31/2020	
		6/1/2020	
		6/2/2020	
		6/3/2020	
		6/4/2020	
		6/5/2020	
		6/6/2020	
		6/7/2020	
		6/8/2020	
		6/9/2020	
		6/10/2020	
		6/11/2020	
		6/12/2020	
		6/13/2020	
		6/14/2020	
Pham PAGA Action	Comms with C & DC	6/15/2020	0.25
Pham PAGA Action	coms with DC	6/16/2020	0.25
		6/17/2020	
		6/18/2020	
		6/19/2020	
		6/20/2020	
		6/21/2020	
		6/22/2020	
		6/23/2020	
		6/24/2020	
		6/25/2020	
		6/26/2020	
Pham PAGA Action	UF	6/27/2020	0.25
		6/28/2020	
Pham PAGA Action	UF; RD; drafted and sent letter to DC	6/29/2020	1
		6/30/2020	

		7/1/2020	
		7/2/2020	
		7/3/2020	
		7/4/2020	
		7/5/2020	
		7/6/2020	
Pham PAGA Action	UF; RF; coms with C	7/7/2020	3
		7/8/2020	
		7/9/2020	
		7/10/2020	
		7/11/2020	
		7/12/2020	
		7/13/2020	
		7/14/2020	
		7/15/2020	
Pham PAGA Action	Drafted Complaint; RD; researched law	7/16/2020	8
Pham PAGA Action	Edited complaint; prepared file for filing; coms with C; filed	7/17/2020	3
		7/18/2020	
Pham PAGA Action	Researched previous cases filed against NFP, et al.	7/19/2020	2
Pham PAGA Action	UF; Tried to fix filing problem	7/20/2020	0.5
Pham PAGA Action	Filed new summons	7/21/2020	0.25
		7/22/2020	
		7/23/2020	
Pham PAGA Action	Cosm with TW	7/24/2020	0.25
		7/25/2020	
		7/26/2020	
		7/27/2020	
Pham PAGA Action	Coms with PS	7/28/2020	0.25
		7/29/2020	
		7/30/2020	
		7/31/2020	
		8/1/2020	
Pham PAGA Action	Drafted RFA's	8/2/2020	1
Pham PAGA Action	Drafted written discovery	8/3/2020	6
Pham PAGA Action	Drafted written discovery	8/4/2020	6
		8/5/2020	
		8/6/2020	
		8/7/2020	
		8/8/2020	
		8/9/2020	
Pham PAGA Action	Research of LC 226 issue	8/10/2020	1

		8/11/2020	
		8/12/2020	
		8/13/2020	
		8/14/2020	
		8/15/2020	
		8/16/2020	
		8/17/2020	
		8/18/2020	
Pham PAGA Action	Coms with DC; RF	8/19/2020	0.75
		8/20/2020	
		8/21/2020	
		8/22/2020	
		8/23/2020	
		8/24/2020	
		8/25/2020	
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		8/31/2020	
		9/1/2020	
		9/2/2020	
		9/3/2020	
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		9/9/2020	
		9/10/2020	
		9/11/2020	
		9/12/2020	
		9/13/2020	
		9/14/2020	
Pham PAGA Action	coms with DC	9/15/2020	0.25
		9/16/2020	
		9/17/2020	
		9/18/2020	
		9/19/2020	
		9/20/2020	
		9/21/2020	
		9/22/2020	

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		9/25/2020	
		9/26/2020	
		9/27/2020	
		9/28/2020	
		9/29/2020	
Pham PAGA Action	Emailed Dc; browsed discovery	9/30/2020	0.5
		10/1/2020	
		10/2/2020	
		10/3/2020	
Pham PAGA Action	Research of FCRA	10/4/2020	3
Pham PAGA Action	Coms with C	10/5/2020	0.25
		10/6/2020	
		10/7/2020	
		10/8/2020	
		10/9/2020	
		10/10/2020	
		10/11/2020	
		10/12/2020	
		10/13/2020	
		10/14/2020	
		10/15/2020	
		10/16/2020	
		10/17/2020	
Pham PAGA Action	RD; reviewed discovery responses; researched law regarding class claims for ICRAA	10/18/2020	9
Pham PAGA Action	Researched law regarding class claims for ICRAA	10/19/2020	3
		10/20/2020	
		10/21/2020	
		10/22/2020	
		10/23/2020	
		10/24/2020	
		10/25/2020	
		10/26/2020	
		10/27/2020	
		10/28/2020	
Pham PAGA Action	Letter to Hireright; drafted FAC	10/29/2020	4
Pham PAGA Action	Drafted FAC	10/30/2020	8
		10/31/2020	
		11/1/2020	

Pham PAGA Action	PC with C; edited FAC	11/2/2020	6
Pham PAGA Action	Edited FAC; drafted PAGA Filing Letter; Filed PAGA Action with LWDA; coms with DC	11/3/2020	2
Pham PAGA Action	UF: Did Accounting	11/4/2020	0.5
Pham PAGA Action	Edited PAGA Comp; amended PAGA notice to add individuals and new entity	11/5/2020	5
		11/6/2020	
		11/7/2020	
		11/8/2020	
		11/9/2020	
		11/10/2020	
		11/11/2020	
		11/12/2020	
		11/13/2020	
		11/14/2020	
		11/15/2020	
		11/16/2020	
		11/17/2020	
		11/18/2020	
Pham PAGA Action	Accounting	11/19/2020	0.25
		11/20/2020	
		11/21/2020	
		11/22/2020	
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		11/24/2020	
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		11/27/2020	
		11/28/2020	
		11/29/2020	
		11/30/2020	
Pham PAGA Action	PC with DC; email to DC; calendared deadlines	12/1/2020	0.5
Pham PAGA Action	FCRA/ICRAA Research; RD	12/2/2020	4
Pham PAGA Action	Drafted Subpoena; FCRA/ICRAA Research	12/3/2020	4
		12/4/2020	
		12/5/2020	
		12/6/2020	
		12/7/2020	
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		12/22/2020	
		12/23/2020	
		12/24/2020	
		12/25/2020	
		12/26/2020	
		12/27/2020	
Pham PAGA Action	PC with DC; RC; researche law in compelling responses to subpoena; PC with DC; PC with Ct. to obtain hearing on motion	12/28/2020	6
		12/29/2020	
		12/30/2020	
		12/31/2020	
		1/1/2021	
		1/2/2021	
		1/3/2021	
Pham PAGA Action	coms with Hireright; UF	1/4/2021	0.25
		1/5/2021	
		1/6/2021	
		1/7/2021	
		1/8/2021	
		1/9/2021	
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		1/25/2021	
		1/26/2021	
		1/27/2021	
		1/28/2021	
Pham PAGA Action	Drafted PO; RF; coms with DC	1/29/2021	1.25
		1/30/2021	
		1/31/2021	
Pham PAGA Action	Drafted and filed FAC; drafted and filed Does 1-3 and name correction	2/1/2021	7
Pham PAGA Action	UF; Scheduled Hearing & deadlines	2/2/2021	0.5
		2/3/2021	
		2/4/2021	
		2/5/2021	
		2/6/2021	
		2/7/2021	
Pham PAGA Action	Coms with DC	2/8/2021	0.15
Pham PAGA Action	UF; RD; tried calling DC	2/9/2021	0.5
Pham PAGA Action	PC with DC (.5); edited FAC; drafted stip.; coms with DC; UF	2/10/2021	3
		2/11/2021	
		2/12/2021	
		2/13/2021	
		2/14/2021	
		2/15/2021	
Pham PAGA Action	Coms with DC	2/16/2021	
Pham PAGA Action	PC with DC	2/17/2021	0.15
		2/18/2021	
		2/19/2021	
		2/20/2021	
		2/21/2021	
Pham PAGA Action	VM with DC	2/22/2021	0.15
Pham PAGA Action	PC with DC	2/23/2021	0.15
Pham PAGA Action	VM with DC; coms with DC	2/24/2021	0.35
		2/25/2021	
		2/26/2021	
		2/27/2021	
		2/28/2021	
		3/1/2021	
		3/2/2021	

		3/3/2021	
		3/4/2021	
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		3/25/2021	
		3/26/2021	
		3/27/2021	
		3/28/2021	
		3/29/2021	
Pham PAGA Action	Drafted written discovery	3/30/2021	4
Pham PAGA Action	Drafted written discovery	3/31/2021	4
Pham PAGA Action	Drafted PO; RF; with conformed FAC	4/1/2021	4
		4/2/2021	
		4/3/2021	
		4/4/2021	
		4/5/2021	
Pham PAGA Action	UF	4/6/2021	.
Pham PAGA Action	Coms with DC	4/7/2021	0.25
Pham PAGA Action	Coms with DC; calendared PC	4/8/2021	0.25
		4/9/2021	
		4/10/2021	
		4/11/2021	
Pham PAGA Action	PC with DC	4/12/2021	0.25
		4/13/2021	
		4/14/2021	

		4/15/2021	
		4/16/2021	
		4/17/2021	
		4/18/2021	
		4/19/2021	
		4/20/2021	
		4/21/2021	
		4/22/2021	
		4/23/2021	
		4/24/2021	
		4/25/2021	
		4/26/2021	
Pham PAGA Action	RC; drafted CMS	4/27/2021	1
		4/28/2021	
		4/29/2021	
		4/30/2021	
		5/1/2021	
		5/2/2021	
		5/3/2021	
Pham PAGA Action	Redlined Stip; coms with DC; RD	5/4/2021	1
Pham PAGA Action		5/5/2021	
Pham PAGA Action	PC with Ct. Clerk	5/6/2021	0.25
Pham PAGA Action	RC; coms with DC; RD	5/7/2021	0.5
		5/8/2021	
		5/9/2021	
		5/10/2021	
		5/11/2021	
Pham PAGA Action	Coms with DC	5/12/2021	0.5
		5/13/2021	
Pham PAGA Action	CMC	5/14/2021	0.5
		5/15/2021	
		5/16/2021	
		5/17/2021	
		5/18/2021	
		5/19/2021	
		5/20/2021	
		5/21/2021	
		5/22/2021	
		5/23/2021	
		5/24/2021	
		5/25/2021	
		5/26/2021	
Pham PAGA Action	Pc with C; RF; Coms with DC	5/27/2021	0.75

		5/28/2021	
		5/29/2021	
		5/30/2021	
		5/31/2021	
		6/1/2021	
		6/2/2021	
Pham PAGA Action	Drafted three NTD; drafted belaire west; coms with DC; RF	6/3/2021	6
		6/4/2021	
		6/5/2021	
		6/6/2021	
		6/7/2021	
		6/8/2021	
		6/9/2021	
Pham PAGA Action	Coms with DC	6/10/2021	0.25
		6/11/2021	
		6/12/2021	
		6/13/2021	
		6/14/2021	
		6/15/2021	
Pham PAGA Action	RC; email to DC	6/16/2021	0.5
		6/17/2021	
		6/18/2021	
		6/19/2021	
		6/20/2021	
		6/21/2021	
		6/22/2021	
		6/23/2021	
		6/24/2021	
		6/25/2021	
Pham PAGA Action	RF; drafted SSID	6/26/2021	6
Pham PAGA Action	RF; drafted SSID	6/27/2021	4
Pham PAGA Action	Drafted Trial Brief	6/28/2021	6
		6/29/2021	
		6/30/2021	
		7/1/2021	
Pham PAGA Action	VM with DC (.15); RF; drafted and filed Doe Defe.	7/2/2021	0.5
		7/3/2021	
		7/4/2021	
		7/5/2021	
		7/6/2021	
		7/7/2021	

		7/8/2021	
Pham PAGA Action	Coms with DC	7/9/2021	0.25
		7/10/2021	
		7/11/2021	
Pham PAGA Action	UF	7/12/2021	0.25
		7/13/2021	
Pham PAGA Action	RC; coms with DC	7/14/2021	0.35
Pham PAGA Action	Coms with DC	7/15/2021	0.15
		7/16/2021	
		7/17/2021	
		7/18/2021	
		7/19/2021	
		7/20/2021	
Pham PAGA Action	RC; RF; M&C coms with DC; researched PACER Ct. docket	7/21/2021	3
Pham PAGA Action	Drafted notice of motion; filed notice of motion	7/22/2021	1
		7/23/2021	
		7/24/2021	
		7/25/2021	
Pham PAGA Action	Drafted SROGS (Set 4); RF; coms with DC; RD	7/26/2021	2.5
		7/27/2021	
		7/28/2021	
Pham PAGA Action	Coms with DC	7/29/2021	0.15
Pham PAGA Action	Searched OC, LA, and SF ct dockets	7/30/2021	1
		7/31/2021	
		8/1/2021	
Pham PAGA Action	Coms with DC	8/2/2021	0.15
		8/3/2021	
		8/4/2021	
Pham PAGA Action	RD; coms with DC	8/5/2021	0.25
		8/6/2021	
		8/7/2021	
		8/8/2021	
		8/9/2021	
		8/10/2021	
		8/11/2021	
		8/12/2021	
		8/13/2021	
		8/14/2021	
		8/15/2021	
		8/16/2021	

Pham PAGA Action	Coms with DC; drafted depo notice	8/17/2021	0.5
		8/18/2021	
		8/19/2021	
		8/20/2021	
		8/21/2021	
		8/22/2021	
Pham PAGA Action	Research; drafted memo; coms with DC; RD	8/23/2021	1
Pham PAGA Action	Continued memo on FCRA/ICRAA violation; drafted M&C Letter; researched jt. Employer issue; RD; drafted M&C Letter	8/24/2021	6
Pham PAGA Action	Prepared for Allan Depo.; research in pen-flex vis a vis NFP	8/25/2021	6
Pham PAGA Action	Research certification issue again	8/26/2021	3
Pham PAGA Action	PC with DC	8/27/2021	0.25
		8/28/2021	
		8/29/2021	
		8/30/2021	
		8/31/2021	
		9/1/2021	
Pham PAGA Action	RD; UF; coms with DC	9/2/2021	3
Pham PAGA Action	RC	9/3/2021	0.15
		9/4/2021	
		9/5/2021	
		9/6/2021	
		9/7/2021	
		9/8/2021	
		9/9/2021	
		9/10/2021	
		9/11/2021	
		9/12/2021	
		9/13/2021	
Pham PAGA Action	M&C Coms with DC; redlined PO	9/14/2021	0.5
		9/15/2021	
Pham PAGA Action	Coms with DC	9/16/2021	0.25
Pham PAGA Action	Travel to Court; court wait time; CMC; coms with DC; RF	9/17/2021	4
		9/18/2021	
Pham PAGA Action	Depo Prep.	9/19/2021	12
Pham PAGA Action	Taking of Allan Depo	9/20/2021	9
Pham PAGA Action	Drafted Stip.; coms with DC	9/21/2021	1
		9/22/2021	
Pham PAGA Action	PC with DC	9/23/2021	0.15
Pham PAGA Action	Coms with DC	9/24/2021	0.15

		9/25/2021	
		9/26/2021	
Pham PAGA Action	Coms with DC; UF	9/27/2021	0.15
		9/28/2021	
Pham PAGA Action	RF; coms with DC	9/29/2021	0.35
Pham PAGA Action	Coms with DC	9/30/2021	0.25
Pham PAGA Action	PC with DC; RC; research	10/1/2021	1
		10/2/2021	
		10/3/2021	
Pham PAGA Action	Coms with DC	10/4/2021	0.5
		10/5/2021	
		10/6/2021	
Pham PAGA Action	Coms with DC	10/7/2021	0.25
Pham PAGA Action	Travel to Ct.; Coms with DC	10/8/2021	1.25
		10/9/2021	
		10/10/2021	
		10/11/2021	
Pham PAGA Action	UF; coms with DC	10/12/2021	0.35
Pham PAGA Action	Website Update	10/13/2021	0.5
Pham PAGA Action	PC with DC	10/14/2021	0.5
		10/15/2021	
		10/16/2021	
		10/17/2021	
Pham PAGA Action	VM to DC; RF; coms with DC	10/18/2021	0.25
		10/19/2021	
Pham PAGA Action	Coms with DC	10/20/2021	0.15
		10/21/2021	
		10/22/2021	
		10/23/2021	
		10/24/2021	
Pham PAGA Action	Sdrafted & Filed Supp. CMS	10/25/2021	0.5
Pham PAGA Action	Coms with DC	10/26/2021	0.15
Pham PAGA Action	PC with DC	10/27/2021	0.25
Pham PAGA Action	Coms with DC	10/28/2021	0.15
		10/29/2021	
		10/30/2021	
		10/31/2021	
		11/1/2021	
		11/2/2021	
		11/3/2021	
Pham PAGA Action	Coms with DC	11/4/2021	0.15
Pham PAGA Action	CMC; travel to CMC	11/5/2021	1.5
		11/6/2021	

		11/7/2021	
		11/8/2021	
		11/9/2021	
Pham PAGA Action	Coms with DC (.25); UF; prepared and filed Req. for Dimissal (.25); contacted court to schedule MSC (.25); coms with C (.25); Research	11/10/2021	1.5
		11/11/2021	
		11/12/2021	
		11/13/2021	
		11/14/2021	
Pham PAGA Action	Coms with Ct. Clerk	11/15/2021	0.15
		11/16/2021	
		11/17/2021	
		11/18/2021	
		11/19/2021	
		11/20/2021	
		11/21/2021	
Pham PAGA Action	UF	11/22/2021	0.15
		11/23/2021	
		11/24/2021	
		11/25/2021	
		11/26/2021	
		11/27/2021	
		11/28/2021	
		11/29/2021	
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		12/1/2021	
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		12/31/2021	
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		1/11/2022	
		1/12/2022	
		1/13/2022	
		1/14/2022	
		1/15/2022	
		1/16/2022	
		1/17/2022	
Pham PAGA Action	Coms with DC	1/18/2022	0.25
		1/19/2022	
		1/20/2022	
Pham PAGA Action	Coms with DC	1/21/2022	0.25
Pham PAGA Action	RC	1/22/2022	0.25
		1/23/2022	
		1/24/2022	
		1/25/2022	
		1/26/2022	
		1/27/2022	
		1/28/2022	

		1/29/2022	
		1/30/2022	
		1/31/2022	
Pham PAGA Action	Began MSC Brief	2/1/2022	1
		2/2/2022	
		2/3/2022	
		2/4/2022	
		2/5/2022	
		2/6/2022	
		2/7/2022	
		2/8/2022	
		2/9/2022	
		2/10/2022	
		2/11/2022	
		2/12/2022	
		2/13/2022	
		2/14/2022	
		2/15/2022	
Pham PAGA Action	Coms with Ct; coms with C; coms with DC	2/16/2022	1.25
		2/17/2022	
		2/18/2022	
		2/19/2022	
		2/20/2022	
		2/21/2022	
		2/22/2022	
		2/23/2022	
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		3/1/2022	
		3/2/2022	
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		3/13/2022	
		3/14/2022	
		3/15/2022	
		3/16/2022	
		3/17/2022	
Pham PAGA Action	Coms with DC	3/18/2022	0.25
		3/19/2022	
		3/20/2022	
Pham PAGA Action	Coms with DC	3/21/2022	0.25
Pham PAGA Action	RC	3/22/2022	0.25
		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	
Pham PAGA Action	Continued MSC Brief	4/1/2022	1
		4/2/2022	
		4/3/2022	
		4/4/2022	
		4/5/2022	
		4/6/2022	
Pham PAGA Action	Drafted MSC brief; reviewed payroll records; prepared damage calculations	4/7/2022	12
		4/8/2022	
		4/9/2022	
		4/10/2022	
		4/11/2022	
		4/12/2022	
Pham PAGA Action	Prepared for MSC	4/13/2022	1
		4/14/2022	
		4/15/2022	
		4/16/2022	
		4/17/2022	
		4/18/2022	
		4/19/2022	
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		4/23/2022	

		4/24/2022	
		4/25/2022	
		4/26/2022	
		4/27/2022	
Pham PAGA Action	UF; RC; Coms with DC	4/28/2022	0.25
		4/29/2022	
		4/30/2022	
		5/1/2022	
		5/2/2022	
		5/3/2022	
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		5/5/2022	
		5/6/2022	
		5/7/2022	
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		5/9/2022	
Pham PAGA Action	RC; coms with DC	5/10/2022	0.15
Pham PAGA Action	Reviewed settlement agreement; redlined settlement agreement; coms with SA	5/11/2022	8
Pham PAGA Action	Reviewed settlement agreement; redlined settlement agreement; coms with SA	5/12/2022	8
		5/13/2022	
		5/14/2022	
		5/15/2022	
		5/16/2022	
		5/17/2022	
		5/18/2022	
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		5/23/2022	
		5/24/2022	
		5/25/2022	
Pham PAGA Action	RD; redlined SA; research tax question of 1099 to both client and atty	5/26/2022	3
		5/27/2022	
		5/28/2022	
		5/29/2022	
		5/30/2022	
		5/31/2022	
		6/1/2022	
		6/2/2022	

		6/3/2022	
		6/4/2022	
		6/5/2022	
Pham PAGA Action	coms with dc	6/6/2022	0.25
pham PAGA Action	Coms with DC	6/7/2022	0.25
		6/8/2022	
		6/9/2022	
		6/10/2022	
		6/11/2022	
		6/12/2022	
Pham PAGA Action	PC with DC about tax issues	6/13/2022	0.25
Pham PAGA Action	Coms with DC	6/14/2022	0.15
		6/15/2022	
		6/16/2022	
		6/17/2022	
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		6/30/2022	
		7/1/2022	
		7/2/2022	
		7/3/2022	
		7/4/2022	
		7/5/2022	
		7/6/2022	
Pham PAGA Action	Coms with DC; RC	7/7/2022	0.5
Pham PAGA Action	Travel to Ct.; Court wait time; CMC	7/8/2022	2
		7/9/2022	
		7/10/2022	
pham PAGA Action	Coms with DC	7/11/2022	0.15
Pham PAGA Action	RD; edited settlement agreement	7/12/2022	1
		7/13/2022	
		7/14/2022	
Pham PAGA Action	travel to ct.; CMC	7/15/2022	2

		7/16/2022	
		7/17/2022	
Pham PAGA Action	Coms with DC; RD	7/18/2022	0.5
		7/19/2022	
Pham PAGA Action	SA; edited SA	7/20/2022	1
		7/21/2022	
		7/22/2022	
		7/23/2022	
		7/24/2022	
Pham PAGA Action	RC; Coms with DC; researched similar court files	7/25/2022	1
		7/26/2022	
pham PAGA Action	RC; coms with DC	7/27/2022	0.25
Pham PAGA Action	Coms with DC	7/28/2022	0.15
		7/29/2022	
		7/30/2022	
		7/31/2022	
Pham PAGA Action	RC; RD; coms with DC	8/1/2022	0.5
		8/2/2022	
		8/3/2022	
		8/4/2022	
		8/5/2022	
		8/6/2022	
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		8/8/2022	
		8/9/2022	
		8/10/2022	
		8/11/2022	
		8/12/2022	
		8/13/2022	
Pham PAGA Action	RD; RC; SA	8/14/2022	1
		8/15/2022	
Pham PAGA Action	Coms with DC	8/16/2022	0.15
		8/17/2022	
Pham PAGA Action	Coms with DC; UF	8/18/2022	0.5
Pham PAGA Action	RC	8/19/2022	0.15
		8/20/2022	
		8/21/2022	
Pham PAGA Action	SA; RF; coms with DC; coms with paralegal	8/22/2022	1.25
		8/23/2022	
Pham PAGA Action	prepared ex parte application	8/24/2022	4
Pham PAGA Action	prepared ex parte application	8/25/2022	4

Pham PAGA Action	prepared ex parte application	8/26/2022	2
		8/27/2022	
		8/28/2022	
		8/29/2022	
		8/30/2022	
		8/31/2022	
		9/1/2022	
		9/2/2022	
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		9/26/2022	
		9/27/2022	
		9/28/2022	
		9/29/2022	
		9/30/2022	
		TOTAL HOURS	273.1

Exhibit 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 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 5



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	07/22/2020
Customer	0080553
Credit Sale	02727515
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	14940448
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2818672
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Original Summons

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$9.95
SUBTOTAL	\$9.95

FEES SUMMARY	AMOUNT
One Legal Fees	\$9.95
TOTAL CHARGED	\$9.95



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	12/29/2020
Customer	0080553
Credit Sale	03024504
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	15665048
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2905719
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Motion to Compel Discovery

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$60.00
SUBTOTAL	\$60.00

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$9.95
eServe Charge	\$2.00
Convenience Fee‡	\$1.98
SUBTOTAL	\$13.93

FEES SUMMARY	AMOUNT
Disbursements	\$60.00
One Legal Fees	\$13.93
TOTAL CHARGED	\$73.93

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ Statutory fees disbursed on your behalf are assessed a convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the One Legal ACH payment service. One Legal does not assess a convenience fee on its products and services.



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	2/9/2021
Customer	0080553
Credit Sale	03099716
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	15819024
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2928174
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Amended Complaint,Amendment to Complaint/Cross-Complaint naming Doe,Amendment to Complaint/Cross-Com

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$2.00
SUBTOTAL	\$14.00

FEES SUMMARY	AMOUNT
One Legal Fees	\$14.00
TOTAL CHARGED	\$14.00



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/1/2021
Customer	0080553
Credit Sale	03200625
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	16091029
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2969756
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Amended Complaint

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$2.00
Convenience Fee‡	\$0.41
SUBTOTAL	\$14.41

FEES SUMMARY	AMOUNT
One Legal Fees	\$14.41
TOTAL CHARGED	\$14.41

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/27/2021
Customer	0080553
Credit Sale	03254394
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	16228816
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2991712
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Case Management Statement

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$2.00
Convenience Fee‡	\$0.41
SUBTOTAL	\$14.41

FEES SUMMARY	AMOUNT
One Legal Fees	\$14.41
TOTAL CHARGED	\$14.41

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	5/12/2021
Customer	0080553
Credit Sale	03284120
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
113 West G Street
Suite 231
San Diego CA 92101

Order Number	16286699
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21002445
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Notice of Motion and Supporting Declarations

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$5.00
Convenience Fee‡	\$0.50
SUBTOTAL	\$17.50

FEES SUMMARY	AMOUNT
One Legal Fees	\$17.50
TOTAL CHARGED	\$17.50

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	5/12/2021
Customer	0080553
Credit Sale	03284561
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
113 West G Street
Suite 231
San Diego CA 92101

Order Number	16286678
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21002435
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Notice of Motion and Supporting Declarations

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$6.00
Convenience Fee‡	\$0.53
SUBTOTAL	\$18.53

FEES SUMMARY	AMOUNT
One Legal Fees	\$18.53
TOTAL CHARGED	\$18.53

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	7/6/2021
Customer	0080553
Credit Sale	03389294
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
113 West G Street
Suite 231
San Diego CA 92101

Order Number	16553198
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21051964
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Amendment to Complaint/Cross-Complaint naming Doe

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$6.00
Convenience Fee‡	\$0.53
SUBTOTAL	\$18.53

FEES SUMMARY	AMOUNT
One Legal Fees	\$18.53
TOTAL CHARGED	\$18.53

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	7/22/2021
Customer	0080553
Credit Sale	03426470
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
113 West G Street
Suite 231
San Diego CA 92101

Order Number	16644883
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21068004
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Amended Motion

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$6.00
Convenience Fee‡	\$0.53
SUBTOTAL	\$18.53

FEES SUMMARY	AMOUNT
One Legal Fees	\$18.53
TOTAL CHARGED	\$18.53

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	10/25/2021
Customer	0080553
Credit Sale	03620503
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
113 West G Street
Suite 231
San Diego CA 92101

Order Number	17120241
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21152300
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Case Management Statement

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$4.00
Convenience Fee‡	\$0.47
SUBTOTAL	\$16.47

FEES SUMMARY	AMOUNT
One Legal Fees	\$16.47
TOTAL CHARGED	\$16.47

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	10/25/2021
Customer	0080553
Credit Sale	03620503
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
113 West G Street
Suite 231
San Diego CA 92101

Order Number	17120241
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21152300
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Case Management Statement

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$4.00
Convenience Fee‡	\$0.47
SUBTOTAL	\$16.47

FEES SUMMARY	AMOUNT
One Legal Fees	\$16.47
TOTAL CHARGED	\$16.47

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	11/12/2021
Customer	0080553
Credit Sale	03661765
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
113 West G Street
Suite 231
San Diego CA 92101

Order Number	17206861
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21167218
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Request for Dismissal without Prejudice - Party

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$5.00
Convenience Fee‡	\$0.50
SUBTOTAL	\$17.50

FEES SUMMARY	AMOUNT
One Legal Fees	\$17.50
TOTAL CHARGED	\$17.50

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

Atkinson-Baker, a Veritext Company
 500 NORTH BRAND BOULEVARD, THIRD FLOOR
 GLENDALE, CA 91203-4725
 800-288-3376, 800-925-5910 fax
 www.depo.com

Thomas D. Rutledge
 Law Offices of Thomas D. Rutledge
 113 West G street
 Suite 231
 San Diego, CA 92101-

INVOICE NO.	AF06C04 AA
FIRM NO.	1234070
INVOICE DATE	09/29/2021

Please refer to the Invoice No. and your Firm No. in any correspondence.
 Contact Astrid Wolff
 awolff@depo.com

Federal Tax ID No.: 20-3132569

Setting Firm:	Law Offices of Thomas D. Rutledge
Taking Attorney:	Thomas D. Rutledge
Case Name:	Pham vs. NFP
Case No.:	37-2020-000-24993
Claim No.:	
Insurance Co.:	
Insured:	DOL:
Clients Ref.#1:	
Clients Ref.#2:	
Adjuster:	
Description:	Reporter's transcript of the deposition of Greg Allan, taken 9/20/2021.

ITEM	QTY	PRICE	LINE TOTAL
Pages - O&1 - Business Rate	196.00	\$ 4.65	\$ 911.40
Exhibits (pages)	434.00	\$.55	\$ 238.70
Exhibits (pages) - Color	410.00	\$ 1.75	\$ 717.50
Exhibit Technician	5.50	\$ 75.00	\$ 412.50
Litigation Support Package	1.00	\$ 40.00	\$ 40.00
Processing & Handling	1.00	\$ 50.00	\$ 50.00
Hourly Rate	7.00	\$ 35.00	\$ 245.00
Video-Conference Setup	1.00	\$ 195.00	\$ 195.00
BALANCE DUE			\$ 2,810.10

Payment Terms: Payment is due upon receipt of invoice. Invoices 30 days past due will bear a finance charge of .75% per month. If our company deems it necessary to pursue legal action on invoices, accumulated interest, court costs, and attorney fees may be sought. If you dispute the amount owed pursuant to this job, you must do so in writing within 30 days of the date of the invoice or you will be deemed to have waived the dispute.

Fold and tear at this perforation, then return stub with payment.

BALANCE DUE	\$ 2,810.10
INVOICE NO.	AF06C04 AA
FIRM NO.	1234070

For: Reporter's transcript of the deposition of Greg Allan, taken 9/20/2021.

From: Thomas D. Rutledge
 Law Offices of Thomas D. Rutledge
 113 West G street
 Suite 231
 San Diego, CA 92101-

Remit To: Atkinson-Baker, a Veritext Company
 P.O. Box 71303
 Chicago, IL 60694

If you have already paid for this service by COD, then this invoice is for your records only.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/6/2021
Customer	0080553
Credit Sale	03209341
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	15982797
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2953607
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Stipulation - Other - Fee Due

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$20.00
SUBTOTAL	\$20.00

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$2.00
Convenience Fee‡	\$1.00
SUBTOTAL	\$15.00

FEES SUMMARY	AMOUNT
Disbursements	\$20.00
One Legal Fees	\$15.00
TOTAL CHARGED	\$35.00

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

California Civil Process

5425 Palm Avenue
Sacramento, CA 95841

STATEMENT 176465

Created: Apr 1, 2021

Thomas D. Rutledge

Thomas D. Rutledge (SBN 200497)
500 W Harbor Dr Suite 1113
San Diego, CA 92101

PAY TO:

California Civil Process
5425 Palm Avenue
Sacramento, CA 95841

Invoice	Recipient	Issued	Status	Total	Balance
4974218	Henner Tank Lines Inc., a California corporation	Oct 21, 2020	Paid	\$75.00	\$0.00
5136204	HireRight, LLC	Dec 7, 2020	Paid	\$35.15	\$0.00
5315521	State Farm General Insurance Company	Feb 5, 2021	Paid	\$45.00	\$0.00
				Total:	\$155.15
				Amount Paid:	(\$155.15)
				Balance Due:	\$0.00

Account Summary

Current	Past 30	Past 60	Past 90	Past 120	Balance

California Civil Process • 5425 Palm Avenue, Sacramento, CA 95841

Call: 916-373-9065 • Email: service@calcivpro.com • Visit: <http://www.calcivpro.com>



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	2/9/2021
Customer	0080553
Credit Sale	03099716
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	15819024
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2928174
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Amended Complaint,Amendment to Complaint/Cross-Complaint naming Doe,Amendment to Complaint/Cross-Com

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
eServe Charge	\$2.00
SUBTOTAL	\$14.00

FEES SUMMARY	AMOUNT
One Legal Fees	\$14.00
TOTAL CHARGED	\$14.00

PostalAnnex Downtown
113 West G Street
San Diego, CA.92101
Phone:619-702-7522
Fax:619-702-7093
M-F 8:30AM - 6:00PM
SAT 9:00AM - 4:00PM
pa2009@postalannex.com
www.postalannex.com/2009

USPS First Class Mail Flat 16.15
Track #: 70181830000186969830
Ret Rcpt: 9590940254979249869459
USPS First Class Mail Flat 16.15
Track #: 70183090000121495077
Ret Rcpt: 9590940254979249869442
USPS First Class Mail Flat 16.15
Track #: 70181830000186969847
Ret Rcpt: 9590940254979249869466
USPS First Class Mail Flat 16.15
Track #: 70181830000186967591
Ret Rcpt: 9590940254979249869473

SUBTOTAL 64.60
TAX 0.00
TOTAL 64.60
TEND Visa 64.60

Total shipments: 0
THOMAS D RUTLEDGE: ATTORNEY AT LAW
11/05/2020
03:27 PM
#384999
Workstation: 17 - Auxiliary Workstation 17
CCTran# 39effafa-562a-4afb-a3b4-3d27bdc16afb

Bring this receipt for your next transaction and
receive 2\$ OFF your next UPS/FedEx Shipment!



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	7/20/2020
Customer	0080553
Credit Sale	02723077
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	14924821
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2817101
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Complaint,Civil Case Cover Sheet,Original Summons

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$435.00
SUBTOTAL	\$435.00

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$9.95
Convenience Fee‡	\$14.36
SUBTOTAL	\$24.31

FEES SUMMARY	AMOUNT
Disbursements	\$435.00
One Legal Fees	\$24.31
TOTAL CHARGED	\$459.31

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ Statutory fees disbursed on your behalf are assessed a convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the One Legal ACH payment service. One Legal does not assess a convenience fee on its products and services.



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	07/22/2020
Customer	0080553
Credit Sale	02727515
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	14940448
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	PHAM VS NATIONAL FINANCIAL PARTNERS CORP [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2818672
Case Number	37-2020-00024993-CU-OE-CTL
Documents	Original Summons

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$9.95
SUBTOTAL	\$9.95

FEES SUMMARY	AMOUNT
One Legal Fees	\$9.95
TOTAL CHARGED	\$9.95

PostalAnnex Downtown
113 West G Street
San Diego, CA.92101
Phone:619-702-7522
Fax:619-702-7093
M-F 8:30AM - 6:00PM
SAT 9:00AM - 4:00PM
pa2009@postalannex.com
www.postalannex.com/2009

USPS First Class Mail Flat 16.55
Track #: 70181830000186969823
Ret Rcpt: 9590940254979249869435

PEN/FLEX INC
5628 COPLEY DR
SAN DIEGO CA 92111

USPS First Class Mail Flat 16.55
Track #: 70181830000186969816
Ret Rcpt: 9590940254979249869428

HILARY DINKELSPIEL DONA
340 MADISON AVE 20TH FL
NY, NY 10173

SUBTOTAL	33.10
TAX	0.00
TOTAL	33.10
TEND Visa	33.10

Total shipments: 0
THOMAS D RUTLEDGE: ATTORNEY AT LAW
11/03/2020
#384905 04:49 PM
Workstation: 18 - Auxiliary Workstation 18
CCTran# a524945c-b237-4d50-8071-eff6d7be3bbd

Bring this receipt for your next transaction and
receive 2\$ OFF your next UPS/FedEx Shipment!

David Villegas

2082 Broach Avenue
Duarte, CA 91010

Invoice

Date	Invoice #
7/24/2020	2317

Bill To
Thomas D. Rutledge, Esq. 113 W. G Street Suite 231 San Diego, CA 92101

Ship To
Ordered by: Thomas Rutledge Case: Pham v. National Financial Partners Case No.: 37-2020-00024993

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	due upon receipt	DV	7/24/2020	e-mail		
Quantity	Item Code	Description			Price Each	Amount
1	Summons CT	Summons and Complaint served on CT Corporation 818 W. 7th Street Los Angeles, CA 90017 - Service on National Financial Partners Corporation			55.00	55.00
1	2nd Summons	2nd Summons and Complaint served same location - Service on Pen/Flex Inc.			25.00	25.00
		Subtotal				80.00
					Total	\$80.00

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Thomas D. Rutledge SBN 200497 113 West G Street Suite 231 San Diego, CA 92101 TELEPHONE NO.: (619) 886-7224 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Thouna Thouna Pham, an individual	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: San Diego Central Division	
PLAINTIFF/PETITIONER: Thouna Thouna Pham, an individual DEFENDANT/RESPONDENT: National Financial Partners Corp., a Delaware Corporation	
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☐ other (specify documents):
3. a. Party served (specify name of party as shown on documents served):
National Financial Partners Corp., a Delaware Corporation
- b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Jessie Gastelum, c/o CT Corporation System (Registered agent for Service of Process)
4. Address where the party was served:
818 West 7th Street, Suite 930, Los Angeles, CA 90017
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 7/24/2020 (2) at (time): 1:28 pm
 - b. ☐ **by substituted service.** on (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): National Financial Partners Corp., a Delaware Corporation
under the following Code of Civil Procedure section:
- | | |
|---|---|
| ☒ 416.10 (corporation) | ☐ 415.95 (business organization, form unknown) |
| ☐ 416.20 (defunct corporation) | ☐ 416.60 (minor) |
| ☐ 416.30 (joint stock company/association) | ☐ 416.70 (ward or conservatee) |
| ☐ 416.40 (association or partnership) | ☐ 416.90 (authorized person) |
| ☐ 416.50 (public entity) | ☐ 415.46 (occupant) |
| | ☐ other: |

7. **Person who served papers**

- a. Name: David Villegas
- b. Address: 2082 Broach Avenue, Duarte, CA 91010
- c. Telephone number: (213) 725-4303
- d. **The fee** for service was: \$ 55.00
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- ☐ owner ☐ employee ☒ independent contractor.
- (ii) Registration No.: 5593
- (iii) County: Los Angeles

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

or

9. ☐ **I am a California sheriff or marshal** and I certify that the foregoing is true and correct.

Date: 7/24/2020

David Villegas

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)


(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Thomas D. Rutledge SBN 200497 113 West G Street Suite 231 San Diego, CA 92101 TELEPHONE NO.: (619) 886-7224 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Thouna Thouna Pham, an individual	FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: San Diego Central Division		
PLAINTIFF/PETITIONER: Thouna Thouna Pham, an individual DEFENDANT/RESPONDENT: National Financial Partners Corp., a Delaware Corporation		CASE NUMBER: 37-2020-00024993-CU-OE-CTL
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☐ other (specify documents):
3. a. Party served (specify name of party as shown on documents served):
PEN/FLEX INC., a California Corporation
 - b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Jessie Gastelum, c/o CT Corporation System (Registered agent for Service of Process)
4. Address where the party was served:
818 West 7th Street, Suite 930, Los Angeles, CA 90017
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 7/24/2020 (2) at (time): 1:30 pm
 - b. ☐ **by substituted service.** on (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☒ On behalf of (specify): PEN/FLEX INC., a California Corporation
under the following Code of Civil Procedure section:
- | | |
|---|---|
| ☒ 416.10 (corporation) | ☐ 415.95 (business organization, form unknown) |
| ☐ 416.20 (defunct corporation) | ☐ 416.60 (minor) |
| ☐ 416.30 (joint stock company/association) | ☐ 416.70 (ward or conservatee) |
| ☐ 416.40 (association or partnership) | ☐ 416.90 (authorized person) |
| ☐ 416.50 (public entity) | ☐ 415.46 (occupant) |
| | ☐ other: |

7. **Person who served papers**

- a. Name: David Villegas
- b. Address: 2082 Broach Avenue, Duarte, CA 91010
- c. Telephone number: (213) 725-4303
- d. **The fee** for service was: \$ 25.00
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☒ a registered California process server:
- ☐ owner ☐ employee ☒ independent contractor.
- (ii) Registration No.: 5593
- (iii) County: Los Angeles

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

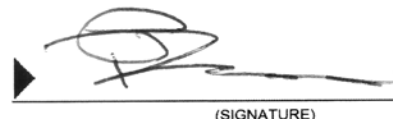
or

9. ☐ **I am a California sheriff or marshal** and I certify that the foregoing is true and correct.

Date: 7/24/2020

David Villegas

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

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 October 6, 2022, I served the foregoing document(s) described as:

NOTICE OF PLAINTIFFS' UNOPPOSED EX PARTE APPLICATION TO APPROVE PAGA SETTLEMENT; MEM. OF P&A'S ISO THEREOF; AND DECLARATION OF THOMAS D. RUTLEDGE ISO THEREOF

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

☒ (BY EMAIL) I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email in the ordinary course of business at our Firm's office address in San Diego, California.

☐ (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 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 October 6, 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/THOMAS D. RUTLEDGE
THOMAS D. RUTLEDGE

SERVICE LIST

Adrienne L. Conrad
Lara P. Besser
JACKSON LEWIS P.C.
225 Broadway, Suite 2000
San Diego, CA 92101

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Newport Beach, California 92660-6429

Attorneys for Defendant NFP Corp.