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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

KAITLYN LAMPING and SHERRY
MORROW, on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

VINCENT G HARRIS INSURANCE
AGENCY, a California corporation; and DOES
1 through 100,

Defendants.

Case No.: 34-2021-00297056-CU-OE-GDS

*[Assigned for all purposes to the Honorable
Lauri A. Damrell, Dept. 28]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 4, 2023
Time: 9:00 a.m.
Dept.: 28

Reservation number: A-297056-001

Complaint Filed: March 22, 2021
Trial Date: None Set

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of Haines Law Group, APC, and counsel for the
3 named Plaintiffs Kaitlyn Lamping and Sherry Morrow (“Plaintiffs”) and the proposed Settlement
4 Class in the above-captioned matter. I am a member in good standing of the bar of the State of
5 California and am admitted to practice in this Court. I have personal knowledge of the facts stated
6 in this declaration and could testify competently to them if called upon to do so.

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

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

19 4. During my employment at Littler Mendelson, I played a significant role in the
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
21 particular, I received a wide-array of wage and hour class action experience performing the
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
23 from state court to federal court; drafting and responding to written discovery; drafting and
24 opposing discovery related motions; arguing discovery related motions; drafting motions to
25 consolidate related matters; interviewing putative class members and obtaining declarations in
26 connection with class certification; drafting oppositions to motions for class certification; drafting
27 motions for decertification following class certification; conducting exposure analyses to assess
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

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

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

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
20 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
21 and I am currently responsible for prosecuting over thirty (30) wage and hour class actions filed
22 in both State and Federal courts throughout California. Below are some of the matters in which
23 I have been appointed as Class Counsel, all of which have been granted final approval: *Hilberger*
24 *v. Eisenhower Medical Center*, Case No. INC1204915, California Superior Court, County of
25 Riverside, Honorable Judge John G. Evans, presiding, (in which I was approved for an hourly
26 rate of \$500 for work performed in 2012 and 2013); *Lopez v. Cornucopia Tools and Plastics, Inc.*,
27 Case No. CV138049, California Superior Court, County of San Luis Obispo, Honorable Judge
28 Martin J. Tangeman, presiding, (in which I was approved for an hourly rate of \$425 for work

performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No. CV13-02261 BRO (JCG), United States District Court, Central District of California, Honorable Judge Beverly Reid O’Connell, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American Professional Ambulance Corporation, Inc.*, Case No. BC499345, California Superior Court, County of Los Angeles, Honorable Judge Kenneth R. Freeman, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*, Case No. CV12-10004 FMO (CWx), United States District Court, Central District of California, Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2012, 2013 and 2014); *Davila v. OCB Restaurant Co.*, Case No. CV13-5403 PA (JCG), United States District Court, Central District of California, Honorable Judge Percy Anderson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Plantillas v. Snap-On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*, Case No. BC521395, California Superior Court, County of Los Angeles, Honorable Judge Elihu Berle, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*, Case No. SACV13-00807 JVS (MRWx), United States District Court, Central District of California, Honorable Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr., presiding (in which I was approved for an

hourly rate of \$500 for work performed in 2013 and 2014); *Thorp v. Alcal Industries, Inc., et al.*, Case No. CV13-02289 YGR, United States District Court, Northern District of California, Honorable Judge Yvonne Gonzalez Rogers, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Myles v. College Hospital*, Case No. BC487206, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013, 2014 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905 EMC, United States District Court, Northern District of California, Honorable Edward M. Chen, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis J. Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rivera Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work performed in

2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior Court, County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015 and 2016); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042, California Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); and *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Cristobal v. Koos Manufacturing, Inc.*, Case No. BC591484, California Superior Court, County of Los Angeles, Hon. William F. Highberger presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe presiding (approving hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Kostyuk, et al. v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court, Alameda County, Honorable Winifred Y. Smith presiding (approving an hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr., presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); and *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims).

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

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

1 presiding (certifying six classes of employees for unpaid wages, meal period violations,
2 wage statement violations, and waiting time penalties);

- 3 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
4 United States District Court, Northern District of California, Honorable William H. Alsup
5 presiding (certifying three classes of employees for unlawful wage deduction violations,
6 wage statement violations, and waiting time violations);
- 7 • *Staublein v. Wells Fargo Bank, N.A.*, Case No. CIVDS1712267, San Bernardino County
8 Superior Court, Honorable David S. Cohn presiding (certifying wage statement class);
- 9 • *Perez v. Sunbelt Rentals, Inc.* Case No. 37-2018-00026405-CU-OE-CTL, California
10 Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding (certifying
11 one class of employees for wage statement violations);
- 12 • *Bowlin-Burdick, et al v. Life Care Centers of America, Inc.*, Case No. BC657139, Los
13 Angeles County Superior Court, Honorable Maren E. Nelson presiding (certifying four
14 classes for meal period violations, rest period violations, wage statement violations, and
15 waiting time penalties); and
- 16 • *McDonald v. Sierra Pacific Industries*, Case No. CV18-0191133, Shasta County Superior
17 Court, Honorable Tamara L. Wood presiding (certifying eight classes for unpaid wages,
18 meal period violations, rest period violations, unreimbursed business expenses, wage
19 statements, and waiting time penalties).

20 8. As counsel for Plaintiffs and the proposed Settlement Class, I have been intimately
21 involved in every aspect of this case from its inception through the present, and I believe that the
22 proposed Settlement is a favorable result for the Settlement Class.

23 9. Defendant Vincent G. Harris Insurance Agency (“Defendant”) is an insurance
24 agency that sells insurance policies and other products.

25 10. On March 22, 2021, Plaintiffs filed a Class and Representative Action Complaint
26 in Sacramento County Superior Court, alleging the following causes of action against Defendant:
27 (i) minimum wage violations; (ii) failure to pay all overtime wages; (iii) meal period violations;
28 (iv) rest period violations; (v) unlawful deductions from wages; (vi) failure to issue accurate,

1 itemized wage statements; (vii) failure to pay all final wages due upon separation of employment;
2 (viii) unfair competition in violation of California Business & Professions Code § 17200 *et seq.*;
3 and (ix) civil penalties under the Private Attorneys General Act of 2004, Labor Code Section
4 2698, *et seq.* Plaintiffs filed the operative First Amended Class and Representative Action
5 Complaint (“FAC”) on May 10, 2021. On January 14, 2021, Plaintiff Lamping submitted a
6 PAGA letter to the Labor & Workforce Development Agency (“LWDA”). A true and correct
7 copy of Plaintiff Lamping’s LWDA letter is attached hereto as **Exhibit B**. On March 5, 2021,
8 Plaintiff Morrow submitted a PAGA letter to the LWDA. A true and correct copy of Plaintiff
9 Morrow’s LWDA letter is attached hereto as **Exhibit C**.

10 11. In connection with mediation, Defendant provided Plaintiffs with time and payroll
11 records for all Settlement Class members during the Class Period, as well as a class list with hire
12 and termination dates for all Settlement Class members. Plaintiffs conducted a comprehensive
13 analysis of the payroll and timekeeping data produced by Defendant to create a detailed exposure
14 analysis for all claims at issue. This discovery allowed the Parties to assess the merits and value
15 of Plaintiffs’ claims, the chances of certification of Plaintiffs’ claims, and Defendant’s potential
16 defenses.

17 12. On June 21, 2022, the Parties participated in a full-day mediation with Phillip Cha,
18 Esq., a well-respected wage and hour class action mediator. During mediation, the Parties
19 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs’
20 claims, and the legal basis for the claims and defenses. The Parties did not reach a settlement at
21 mediation; however, the Parties continued their discussions with Mr. Cha in the following weeks
22 and Mr. Cha issued a mediator’s proposal for a class-wide settlement, which was ultimately
23 accepted by both sides. During the months that followed, the Parties finalized the terms of the
24 Settlement and executed the long-form Settlement Agreement now before the court. A true and
25 correct copy of the Settlement Agreement is attached hereto as **Exhibit A**. The proposed Class
26 Notice and Notice of Estimated Settlement Award are attached as **Exhibits 1 and 2**, respectively,
27 to the Settlement Agreement.

28 13. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount (“GSA”):	\$200,000.00
• Minus Court-approved attorneys’ fees (up to 1/3):	\$66,666.67
• Minus Court-approved verified costs (up to):	\$25,000.00
• Minus Court-approved Service Awards:	\$20,000.00
• Minus Amount Set Aside as PAGA penalties:	\$25,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$7,500.00</u>
Net Settlement Amount (“NSA”):	\$55,833.33
• PLUS 25% “PAGA Amount” to Settlement Class:	\$6,250.00
• Total Amount Paid to Settlement Class Members:	\$62,083.33

14. According to Defendant, there are approximately 56 total Settlement Class members. Therefore, the average Individual Settlement Award from the NSA is projected to be approximately \$997.02. There are approximately 48 Aggrieved Employees during the PAGA Period. Therefore, each Aggrieved Employee will receive an average of approximately \$130.21 from the PAGA Amount.

15. As described in the accompanying Motion for Preliminary Approval of Class Action Settlement, Plaintiffs allege that Defendant’s timekeeping policies/practices fail to compensate Settlement Class members for all hours worked. Specifically, Plaintiffs allege that Defendant required Plaintiffs and other non-exempt employees to be at work at least 10 to 15 minutes prior to the start of their shifts in order to prepare for their respective shifts, but Defendant prohibited Plaintiffs and other non-exempt employees from clocking in until the scheduled start time of their shifts. As a result, Plaintiffs allege they and other Settlement Class members were not paid for all hours actually worked. Based on Plaintiffs’ experiences and interviews with Settlement Class members, Plaintiffs contend Settlement Class members were underpaid by approximately 1.75 hours per workweek. Therefore, Plaintiffs estimate that Defendant’s timekeeping practices resulted in approximately 6,321 hours of unpaid wages (3,612 workweeks * 1.75 hours). Therefore, Plaintiffs estimate Defendant’s maximum exposure for this claim at approximately \$187,607 (6,321 hours * \$29.68 average hourly rate). However, Defendant argues that it compensated Settlement Class member for all hours worked and expressly prohibited off-the-clock work. Defendant also argues that any unpaid time could have only amounted to a few minutes per day, at most, and was thus *de minimis*. While Plaintiffs point to *Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018), where the California Supreme Court held California’s labor laws

generally do not recognize a *de minimis* defense; Defendant argues that *Troester* should be limited to its facts. Defendant also asserts that Plaintiffs would be unable to certify this off-the-clock claim. Based on these defenses, Plaintiffs discounted the estimated maximum amount by 65% for the risk of non-certification and by an additional 65% to account for the risk of losing on the merits or failure to recover the maximum amount sought to arrive at an estimated exposure of approximately \$22,982.

16. Plaintiffs allege that Defendant paid its non-exempt employees non-discretionary incentive pay but failed to include these payments in employees “regular rate” of pay when calculating overtime compensation, and underpaid employees’ overtime wages as a result. Specifically, Plaintiffs contend that Defendant paid Settlement Class members non-discretionary incentive pay, including commissions, but failed to include these payments when calculating the regular rate of pay for overtime purposes. Based on Plaintiffs’ analysis and extrapolation of payroll data provided by Defendant, Plaintiffs calculated that Settlement Class members were underpaid by approximately \$167,694 in overtime wages during the Class Period as a result of Defendant’s alleged failure to properly calculate the “regular rate.” However, Defendant contends that the incentive payments at issue were discretionary and therefore excludable from the “regular rate.” Defendant further alleges that Settlement Class members received different types of bonuses and other remunerations throughout the Class Period, creating substantive difference among Settlement Class members with respect to the incentives received, making class certification unlikely. Thus, Plaintiffs discounted the estimated maximum by 25% for risk of non-certification, and by an additional 50% to account for risk of losing on the merits or failure to recover the full amount sought, to arrive at an estimated exposure of approximately \$62,885.

17. Plaintiffs allege Defendant failed to provide legally compliant first meal periods such that first meal periods were regularly short and often commenced after the completion of the fifth hour of work. Plaintiffs estimate there were approximately 3,612 shifts during the Class Period that reflected a non-compliant meal period. In addition, based on data provided by Defendant, Settlement Class members’ average hourly rate of pay during the Class Period was \$29.68 per hour. Therefore, Plaintiffs calculated Defendant’s maximum exposure on this claim at

approximately \$107,204 (3,612 non-compliant first meal periods * \$29.68 average meal period premium). However, Defendant counters it has maintained compliant written meal period policies throughout the Class Period and has always provided compliant meal periods in line with those policies. Defendant further contends that it always *provides* employees the opportunity to take meal periods and is not required to *ensure* they are taken. Thus, Defendant argues that any missed or short second meal periods resulted from lawful employee choice rather than any policy and/or practice of Defendant. Finally, Defendant maintains Plaintiffs' meal period claim is not suited for class certification since individual inquiries would be needed to assess which employees if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and whether they waived the meal period. In light of these defenses and arguments, Plaintiffs discounted Defendant's maximum exposure by 45% for the risk of non-certification, and an additional 55% to account for Defendant's defenses on the merits, to arrive at an estimated total of approximately \$26,533.

18. Plaintiffs further allege that Defendant failed to authorize and permit all legally compliant off-duty rest periods. Specifically, Plaintiffs allege that they and other Settlement Class members were frequently prevented from taking rest periods, or were interrupted during rest periods, as a result of work demands. Based on Plaintiffs' experiences and interviews with Settlement Class members, Plaintiffs estimate there were 7,224 shifts with potential non-compliant rest periods. Therefore, Plaintiffs calculated Defendant's maximum exposure on this claim at approximately \$214,408 (7,224 rest period violations * \$29.68 average rest period premium). However, Defendant argues that it has always maintained and enforced lawful rest period practices during the Class Period, and has, in fact, authorized and permitted all required rest periods to Settlement Class members. Additionally, Defendant maintains that any failure to take a rest period was the result of employee choice. Defendant also asserts this claim is not amenable to class treatment as individualized inquiries would be required to determine which employees failed to take a rest period, and the reasons why. Defendant also contends that manageability concerns are especially present with respect to rest period claims, since rest periods

are not recorded. In light of these defenses, Plaintiffs discounted Defendant's maximum exposure by 75% to account for the risk of non-certification, and an additional 60% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of approximately \$21,441.

19. Plaintiffs allege that Defendant made unlawful deductions from earned violations in violation of Labor Code § 221. Specifically, Plaintiffs allege that if employees exhausted their accrued PTO, and thereafter missed a day of work, Defendant would deduct that time from their earned bonuses for that month. Based on Plaintiffs' experiences and interviews with Settlement Class members, Plaintiffs estimate that each Settlement Class member had approximately \$250 deducted from bonuses as a result of Defendant's policies/practices. Therefore, Plaintiffs calculate Defendant's maximum exposure for this claim at approximately \$14,000 ($\$250 * 56$ employees). However, Defendant disputes this allegation and contends that it never deducted earned wages from employees and paid Settlement Class members all earned bonuses in full. In light of these defenses, Plaintiffs discounted Defendant's maximum exposure by 35% to account for the risk of non-certification, and an additional 50% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of approximately \$4,550.

20. As a result of these alleged violations, Plaintiffs allege that Defendant failed to comply with its final pay obligations set forth in Labor Code §§ 201-203. Defendant's records reflected approximately 43 former Settlement Class members who are eligible for waiting time penalties. Based on an hourly rate of \$29.68, Plaintiffs estimated the average waiting time penalty per former employee to be \$7,123 ($\$29.68 * 8$ hours per day $* 30$ days). Therefore, Plaintiffs calculated Defendant's maximum exposure for potential waiting time penalties to be approximately \$306,289 (43 former employees $* \$7,123$ average penalty). However, Defendant argues that it possesses strong, good faith defenses to Plaintiffs' underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. Defendant further asserts that Plaintiffs' waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. Moreover, because the waiting time claim is derivative of Plaintiffs' underlying wage claims, Plaintiffs would need to overcome Defendant's defenses, both as to class certification and on the merits, as

1 to their underlying claims. To account for Defendant's defenses, Plaintiffs discounted the
2 maximum exposure by 50% for the risk of non-certification and an additional 65% for the risk of
3 losing on the merits and/or not receiving the maximum penalties sought, to arrive at an estimated
4 exposure of approximately \$53,600.

5 21. As a result of these alleged violations, Plaintiffs allege that Defendant is liable for
6 wage statement penalties. Those penalties are calculated as \$50 for each "initial" violation and
7 \$100 for each "subsequent" violation, with a maximum of \$4,000 per employee. Plaintiffs'
8 analysis reflected that there were approximately 39 unique employees and approximately 1,075
9 pay periods worked during the liability period applicable to Plaintiffs' wage statement claim.
10 Plaintiffs, therefore, calculated Defendant's potential wage statement exposure at approximately
11 \$105,550 ([39 "initial" violations * \$50] + [1,036 "subsequent" violations * \$100]). Defendant
12 argues any alleged wage statement violations were not "knowing and intentional," and Plaintiffs
13 cannot show they or other employees "suffer[ed] injury" due to the alleged wage statement
14 violations, as required by Labor Code § 226(e) for the imposition of penalties. In light of
15 Defendant's arguments that no violations occurred, that employees suffered no "injury," that any
16 alleged violations were not "knowing and intentional," that the wage statements always accurately
17 reflected hours worked and amounts paid to employees, as well as risks associated with Plaintiffs'
18 underlying claims discussed above, Plaintiffs discounted the maximum exposure by 50% for risk
19 of non-certification, and by an additional 65% for risk of being unsuccessful on the merits, for an
20 estimated realistic exposure of approximately \$18,471.

21 22. Finally, as a result of the foregoing Labor Code violations, Plaintiffs allege that
22 Defendant is liable for civil penalties under the PAGA. Plaintiffs estimated a maximum total
23 PAGA exposure of approximately \$124,500 (1,245 semi-monthly pay periods * \$100 "initial"
24 penalty). Since Plaintiffs' PAGA claim is derivative of Plaintiffs' underlying wage claims,
25 Defendant asserts the PAGA claim would fail with those claims. Defendant further maintains
26 that, given its good faith defenses, this Court would exercise its discretion to substantially reduce
27 any PAGA penalties if it were to find Defendant liable for any of Plaintiffs' claims. Therefore,
28 Plaintiffs discounted the maximum figure by 55% for the risk of losing on the merits and/or not

1 recovering a PAGA penalty for every pay period, and an additional 55% to account for the
2 possibility of this Court reducing penalties to arrive at an estimated exposure of approximately
3 \$25,211.

4 23. Using these estimated figures for each of the claims described above, Plaintiffs
5 predicted that the potential recovery for the Settlement Class would be approximately \$235,673.
6 The proposed Settlement of \$200,000.00 represents approximately 85% of the reasonably
7 forecasted recovery for the Settlement Class. Preliminary approval is appropriate since the
8 Settlement will provide significant monetary relief to the Settlement Class, which is consistent
9 with what Plaintiffs' counsel believes could have been recovered had the case proceeded through
10 trial.

11 24. Plaintiffs will apply for Class Representative Service Awards at the time of
12 seeking final approval of the proposed class action settlement in the amount of \$10,000.00 for
13 each Plaintiff, for a total of \$20,000.00, for their service to the Settlement Class. As will be fully
14 briefed at the time of final approval, Plaintiffs' requested Service Awards are intended to
15 recognize the time and effort Plaintiffs expended on behalf of the Settlement Class, including
16 providing substantial factual information and documents to Class Counsel, discussing the claims
17 and theories at issue in the litigation, actively participating in the prosecution of their claims, as
18 well as the significant risks Plaintiffs undertook by agreeing to serve as the named Plaintiffs in
19 this case, and the fact that Plaintiffs agreed to a general release of all claims subject to a waiver
20 of Civil Code § 1542.

21 25. My office will also apply for an attorneys' fees award of one-third of the Gross
22 Settlement Amount, which is currently estimated to be \$66,666.67, and up to \$25,000.00 in
23 verified costs reimbursement. Plaintiffs submit the requested fee is fair compensation for
24 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
25 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
26 analyzing Plaintiffs' claims, conducting legal research, conducting extensive informal discovery,
27 analyzing Settlement Class members' timekeeping and payroll records, interviewing Settlement
28 Class members, creating a comprehensive damages model, preparing for and attending mediation,

1 negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and
2 otherwise litigating the case. My office expects to expend additional attorney time in attending
3 the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement
4 Class members, preparing the final approval papers, and attending the Final Approval hearing.

5 26. Although the parties engaged in significant informal discovery prior to mediation,
6 the parties still had significant formal discovery to complete had the matter not been settled. This
7 would have required the expenditure of substantial time and resources by both parties that would
8 have very likely spanned several years. Even if Plaintiffs were to certify the classes, the parties
9 would incur considerably more attorneys' fees and costs through a possible decertification
10 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying
11 expenses.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Executed on July 13, 2023, at El Segundo, California.

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Paul K. Haines

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Kaitlyn Lamping (“Plaintiff Lamping”) and Sherry Morrow (“Plaintiff Morrow”) (collectively, “Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Vincent G. Harris Insurance Agency (“Vincent Harris” or “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Stephen W. Robertson of Hardy Erich Brown & Wilson.

On March 22, 2021, Plaintiffs filed a class action lawsuit against Defendant in Sacramento County Superior Court, in the matter titled *Kaitlyn Lamping, et al. v. Vincent G. Harris Insurance Agency*, Sacramento Superior Court, Case No. 34-2021-00297056-CU-OE-GDS, alleging the following causes of action: (1) minimum wage violations; (2) overtime violations; (3) meal period violations; (4) rest period violations; (5) unlawful deductions from wages; (6) wage statement penalties; (7) waiting time penalties; (8) unfair competition as a result of the aforementioned violations (Bus. & Prof. Code § 17200 *et seq.*); and (9) civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.* On May 10, 2021, Plaintiffs filed the operative First Amended Class and Representative Action Complaint (“FAC”). The complaint and the FAC shall be referred to herein as the “Action.”

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class (defined below). Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees of Defendant who are or have been employed by Defendant in California at any time from March 22, 2017, through August 26, 2022 (“Class Period”).

Defendant represents that there are approximately 56 Settlement Class members.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into this Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** As of: (i) the Effective Date (as defined below) occurs and (ii) the settlement is fully funded, Plaintiffs and the Settlement Class members will release and discharge Defendant and any of Defendant’s officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, and assigns (collectively, the “Released Parties”), as follows:

- A. **Release by Settlement Class.** Settlement Class members (except those who opt-out) shall release all claims, causes of action, and legal theories alleged or which could have been alleged or otherwise raised based on the facts alleged in the Action, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) unlawful deductions from wages; (6) failure to provide compliant wage statements; (7) waiting time penalties; and (8) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above (“Class Released Claims”). The release of the Class Released Claims shall apply for the duration of the Class Period.
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether or not they opt out) who worked for Defendant in California at any point from January 14, 2020, through August 26, 2022 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff Lamping’s January 14, 2021 and Plaintiff Morrow’s March 5, 2021 Notification Letters to the Labor and Workforce Development Agency (“LWDA”) (“the PAGA Released Claims”).
- C. **Release by Plaintiffs.** In light of Plaintiffs’ Class Representative Service Awards, Plaintiffs have agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from their employment with Defendant, for the duration of the Class Period (“Plaintiffs’ Released Claims”). Plaintiffs and Defendant understand and agree that, by way of this release, Plaintiffs are not releasing, compromising, settling, or resolving any claims for or related to workers’ compensation, any claims for unemployment insurance benefits, nor any other claims which cannot be released as a matter of law. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**
- D. **Effective Date:** The “Effective Date” of the settlement agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court, and (ii) judgment approving the settlement becomes Final. The term “Final” means: (i) if no objections are made to the Settlement, or if any objections to the Settlement are withdrawn, then the Settlement will be “Final” on the date the Court enters judgment on the Settlement; (ii) if an objection is made to the Settlement and not withdrawn, and the objection is overruled by the Court with no appeal being taken, then the Settlement will be “Final” on the expiration date of

the time for filing or noticing any appeal of the judgment; (iii) if there is an appeal of the Court's judgment, the Settlement will be "Final" on the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court and/or United States Supreme Court; or (iv) if a petition for writ of certiorari is filed, the Settlement will be "Final" on the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary gross settlement amount ("Gross Settlement Amount") of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
 - B. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days of the Final Effective Date.
 - C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00);
 - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for each Plaintiffs' Class Representative Service Award, for a total of Twenty Thousand Dollars (\$20,000.00), in recognition of their contributions to the Action and service to the Settlement Class;
 - (4) Up to one-third of the Gross Settlement Amount (currently estimated to be \$66,666.67) in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and
 - (5) Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Eighteen Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$18,750.00), will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

The amounts described in Section 3.C.(1)-(5) are subject to Court approval. Defendant will not oppose the reasonableness of these requests. Any

reduction by the Court of these requests will revert to the Net Settlement Amount (described below).

- E. **Employer Payroll Taxes.** The Gross Settlement Amount does not include employer-side payroll taxes that are part of any Individual Settlement Amount designated as wages, which shall be paid by Defendant separate from, and in addition to, the Gross Settlement Amount. Defendant shall deposit the employer-side taxes with the Settlement Administrator no later than the date it deposits the payment as described in Paragraph 3.B.
- F. **Plaintiffs' Option to Rescind.** Defendant represents that there are approximately 60 Settlement Class members who worked during the Class Period. If the number of Settlement Class members is 10% or more greater than this figure (i.e., if there are 67 or more Settlement Class members), Plaintiffs shall have the option, in their sole discretion, to rescind the settlement. However, Defendant may preempt this option by increasing the Gross Settlement Amount commensurate with the amount of increase to Settlement Class members. For example, if the number of Settlement Class members during the Class Period is 12% greater than the numbers stated herein, then Defendant can preempt Plaintiffs' right to rescind by increasing the Gross Settlement Amount by 12%.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the total amount set aside as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." Settlement Awards will be the total of each Settlement Class member's: (i) payment from NSA and (ii) payment, if any, from the PAGA Amount, as described below.
 - i. Payments from the Net Settlement Amount: The Settlement Administrator will calculate payments from the NSA based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period. Specifically, each participating Settlement Class member's payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. Payments from the PAGA Amount: In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$6,250.00) has been set aside as the "PAGA Amount," as mentioned above. The PAGA Amount shall be paid to all Settlement Class members (regardless of whether they opt-out) who worked for Defendant

at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendant as a non-exempt employee in California during the PAGA Period (“Pay Periods”). Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of Pay Periods worked during the PAGA Period, and the denominator of which is the total Pay Periods worked by all Settlement Class members during the PAGA Period.

- B. **Calculation of Settlement Awards.** Within five (5) business days of: (i) the Effective Date occurring and (ii) Defendant’s deposit of the Gross Settlement Amount, the Settlement Administrator will calculate Individual Settlement amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Individual Settlements, and provide the same to counsel for review and approval.
- C. **Payment of Individual Settlement Awards.** Within five (5) business days of: (i) the Effective Date occurring, (ii) Defendant’s deposit of the Gross Settlement Amount, and (iii) after approval by counsel of the Individual Settlement Award calculations, the Settlement Administrator will prepare and mail via First-Class U.S. mail Individual Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel’s attorneys’ fees and costs, Plaintiffs’ Class Representative Service Awards, PAGA payment to the LWDA, and the Settlement administration costs to itself, at the same time it mails the Individual Settlement Awards to Settlement Class members.
- D. For tax purposes, each Individual Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as one-third (33.3%) wages, one-third (33.3%) interest, and one-third (33.3%) penalties. The Settlement Administrator will issue to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, including but not limited to, 401K benefits or matching benefits. Each Settlement Class member is responsible for the proper tax treatment of his/her Individual Settlement Award, and neither Plaintiff, Defendant, nor their respective counsel are providing tax advice with respect to the tax treatment of Individual Settlement Awards.
- E. Each member of the Settlement Class who receives an Individual Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails the payment. Any funds payable to Settlement Class members whose checks

are not cashed within 180 days after mailing, shall escheat to the California State Controller's Office for deposit in the Unclaimed Property Fund, in the name of the Class member.

- F. Neither Plaintiffs nor any of the Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$66,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00, from the Gross Settlement Agreement. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Service Awards.** Defendant will not object to a request for a Class Representative Service Award to each Plaintiff of up to \$10,000.00, for a total of \$20,000.00, for their time and risk in prosecuting this case, their individual release of all claims, their Code of Civil Procedure section 1542 waiver, and their services to the Settlement Class. Plaintiffs' Class Representative Service Awards will be in addition to Plaintiffs' Individual Settlement Awards as Settlement Class members, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiffs seeking approval to pay up to \$7,500.00 services from the Gross Settlement Agreement. The Settlement Administrator shall be responsible for sending Notice Packets to the Settlement Class members, calculating Individual Settlement Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the GSA only after all Individual Settlement Awards have been mailed to Settlement Class members and the PAGA payment is made to the LWDA. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

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

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiffs as the Class Representatives for the Settlement Class;

- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment and Workweek data (“Class Data”) for each Settlement Class member.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member and receive approval from counsel of those calculations; and (iv) mail via First Class U.S. mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the class Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the class Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely

submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the release of the PAGA Released Claims, if applicable) or have any right to object, appeal, or comment on the Settlement Agreement.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

D. Objections. Members of the Settlement Class who do not opt out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection.

E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award (excluding any tax calculations) as well as the information that was used to calculate the estimated Individual Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot agree, the Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant’s Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for submitting requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs’ and Class Counsel’s application for attorneys’ fees and costs, Class Representative Service Awards, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

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

if to Plaintiffs: Paul K. Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
phaines@haineslawgroup.com

if to Defendant: Stephen W. Robertson
HARDY ERICH BROWN & WILSON
455 Capitol Mall, Suite 200
srobertson@hebw.com

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

15. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

16. **Nondisclosure and Nonpublication.** Class counsel shall not publicize the settlement on their website or in advertising/marketing materials, other than filing documents with the Court. Plaintiffs and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiffs or Class Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the Settlement on their website, without the mention of the names of the parties or the case number. Nor shall anything in this Settlement prevent Class Counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of, or failure to conform with, any material term of this Settlement Agreement.

DATED: 5/19, 2023

VINCENT G. HARRIS INSURANCE AGENCY

By: 
Name: Vincent G. Harris
Title: CEO

DATED: May 4, 2023, 2023

PLAINTIFF KAITLYN LAMPING

By: 
Kaitlyn Lamping (May 4, 2023 14:59 CDT)
Plaintiff and Settlement Class Representative

DATED: _____, 2023

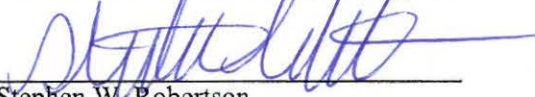
PLAINTIFF SHERRY MORROW

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM ONLY:

DATED: 5-19, 2023

HARDY ERICH BROWN & WILSON, APC

By: 
Stephen W. Robertson
Attorneys for Defendant

DATED: May 4, 2023

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff

DATED: _____, 2023

VINCENT G. HARRIS INSURANCE AGENCY

By: _____

Name: _____

Title: _____

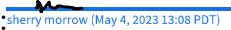
DATED: _____, 2023

PLAINTIFF KAITLYN LAMPING

By: _____
Plaintiff and Settlement Class Representative

DATED: May 4, 2023, 2023

PLAINTIFF SHERRY MORROW

By:  _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM ONLY:

DATED: _____, 2023

HARDY ERICH BROWN & WILSON, APC

By: _____

Stephen W. Robertson
Attorneys for Defendant

DATED: May 4, 2023

HAINES LAW GROUP, APC

By:  _____

Paul K. Haines
Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KAITLYN LAMPING and SHERRY MORROW, on
behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

VINCENT G HARRIS INSURANCE AGENCY, a
California Corporation; and DOES 1 through 100,

Defendants.

Case No. 34-2021-00297056-CU-OE-GDS

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees of Defendant Vincent G Harris Insurance Agency (“Defendant”) who are or have been employed by Defendant in California at any time from March 22, 2017, through August 26, 2022. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Kaitlyn Lamping, et. al v. Vincent G. Harris Insurance Agency*, Sacramento County Superior Court, Case No. 34-2021-00297056-CU-OE-GDS (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant’s records show that you were employed by Defendant as a non-exempt employee in California between March 22, 2017, and August 26, 2022 (the “Class Period”), and are therefore part of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, www.phoenixclassaction.com.

What is this case about?

Plaintiffs Kaitlyn Lamping (“Plaintiff Lamping”) and Sherry Morrow (“Plaintiff Morrow”) (collectively, “Plaintiffs”) have filed a lawsuit alleging that Defendant violated California law by: (1) failing to pay minimum wages for all hours worked; (2) failing to pay all overtime wages; (3) failing to provide all legally required meal periods; (4) failing to authorize and permit all legally required rest periods; (5) making unlawful deductions from wages; (6) failing to provide accurate, itemized wage statements; (7) failing to timely pay all wages owing upon separation of employment; and, as a result of the above, (8) engaging in unlawful business practices. In addition, Plaintiffs seek recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), interest, and attorneys’ fees and costs. Plaintiffs are known as the “Class Representatives.” Plaintiffs’ attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Defendant denies that it has done anything wrong. Defendant denies that it owes Settlement Class members any wages, restitution, penalties, or other damages or amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in Defendant's best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. Defendant provided relevant information to Class Counsel and the Settlement was reached after mediation conducted by an experienced mediator and arm's-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

Who are the Attorneys?

Attorneys for Plaintiffs / Settlement Class members:	Attorneys for Defendant:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Martenson, Hasbrouck & Simon LLP Stephen W. Robertson srobertson@martensonlaw.com 455 Capitol Mall, Suite 400 Sacramento, CA 95814 Direct: (916) 970-1431

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court granted preliminary approval of the Settlement. If the Court grants final approval of the Settlement, Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant, as specifically described below.

Defendant has agreed to pay \$200,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys' fees and costs, settlement administration costs, the Class Representative Service Awards, and the amount designated as PAGA civil penalties.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount (which is currently estimated to be \$66,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$7,500.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Class Representative Service Awards. Class Counsel will ask the Court to award \$10,000.00 to Plaintiff Lamping and \$10,000 to Plaintiff Morrow, for a total of \$20,000.00, as the Class Representative Service Awards. These payments are meant to compensate Plaintiffs for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to the State of California. The parties have agreed to allocate \$25,000.00 of the Gross Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$18,750.00) will be payable to the Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties, and the remaining 25% (\$6,250.00) will be payable to the Settlement Class as the “PAGA Amount.”

Calculation of Settlement Class Members’ Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) The NSA will be allocated proportionally to all participating Settlement Class members (i.e., those who do not opt out) based on each Settlement Class member’s total weeks worked for Defendant in California as a non-exempt employee during the Class Period.
- (ii) In addition to the NSA, \$6,250 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (regardless whether they opt out) who worked for Defendant in California at any time from January 14, 2020 through August 26, 2022 (the “PAGA Period”), in proportion to the number of pay periods that each Settlement Class member worked for Defendant in California as a non-exempt employee during that time period.

Individual Settlement Awards to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to Settlement Class members who did not opt out of the settlement by submitting a valid and timely Request for Exclusion.

Allocation and Taxes. For tax purposes, each Individual Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as one hundred percent (100%) penalties. Any payment made from the NSA shall be allocated as one-third (33.3%) wages, one-third (33.3%) penalties, and one-third (33.3%) interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Settlement Class members. If the Court approves the Settlement, as of the Effective Date and once the settlement is fully funded, each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully release and discharge Defendant and any of Defendant’s officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, and assigns (collectively the “Released Parties”) from all claims, causes of action, and legal theories alleged or which could have been alleged or otherwise raised based on the facts alleged in the Action, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) unlawful deductions from wages; (6) failure to provide compliant wage statements; (7) waiting time penalties; and (8) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (1) through (7) above (“Class Released Claims”). In addition, all Settlement Class members (regardless of whether or not they opt out) who worked for Defendant in California at any point during the PAGA Period shall release Defendant from all claims for civil penalties under the PAGA, arising during the PAGA Period as disclosed in Plaintiff Lamping’s January 14, 2021 and Plaintiff Morrow’s March 5, 2021 Notification Letters to the LWDA (the “PAGA Released Claims”).

Conditions of Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Award which has been calculated for you based on the formula set forth above, and as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

Check Cashing Deadline and Uncashed Checks. If you are issued a Settlement Award, you will have one hundred and eighty (180) calendar days after your check is mailed by the Settlement Administrator to cash it. If you do not cash your check within 180 days after mailing, the check will become void, and the funds associated with such voided checks will be distributed to the Controller of the State of California to be held in your name pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for your benefit until such time that you claim the funds being held in your name.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your estimated Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of workweeks and pay periods you worked for Defendant as a non-exempt employee in California during the Class Period and PAGA Period, respectively. The information contained in Defendant's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member with respect to the class claims alleged, shall be barred from participating in the class settlement, and shall receive no benefits from the class settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, Settlement Class members who were employed by Defendant in California at any time during the PAGA Period, including those who opt-out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion Form.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. All objections and correspondence must be sent directly to the Settlement Administrator, please do not send objections or correspondence to the Court. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 28 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Kaitlyn Lamping, et al. v. Vincent G. Harris Insurance Agency*, Sacramento County Superior Court, Case No. 34-2021-00297056-CU-OE-GDS. You need not file a written objection in order to appear at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 28 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814. At the Final Approval Hearing, the Court will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the service awards to the Class Representatives, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular court hours. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR IT'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT AWARD

KAITLYN LAMPING, et al. v. VINCENT G. HARRIS INSURANCE AGENCY
SACRAMENTO COUNTY SUPERIOR COURT CASE NO. 34-2021-00297056-CU-OE-GDS

Please complete and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Vincent G. Harris Insurance Agency ("Defendant") records:

- (a) you worked [REDACTED] workweeks for Defendant as a non-exempt employee in California between March 22, 2017, and August 26, 2022 and
- (b) you worked [REDACTED] pay periods for Defendant as a non-exempt employee in California between January 14, 2020, and August 26, 2022.

Based on the above, your Settlement Award is estimated at \$ [REDACTED].

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes otherwise, and that Vincent Harris' records are mistaken. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator's decision regarding any dispute will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT B



3580 Wilshire Boulevard, Suite 1260
Los Angeles, California 90010

t | 213.493.6300
f | 213.382.4083

nissim@abramsonlabor.com
www.protecting-employees.com

January 14, 2021

VIA ONLINE FILING

Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Ave, 9th Floor
San Francisco, CA 94102

VIA U.S. Mail

Stephen Robertson
455 Capitol Mall, Suite 200
Sacramento, CA 95814

Tiffany Detinne
7144 Fair Oaks Blvd. Suite 9
Carmichael, CA 95608

VIA EMAIL

srobertson@hebw.com

Re: *Kaitlyn Lamping v. Vincent G. Harris Insurance Agency*

NOTICE under Labor Code Section 2699.3(a)(1) of Violations of Cal. Lab. C. §§ 221, 222, 223, 510, 226, 226.7, 512, 1174, 1198, 98.6;

This firm has been retained by Ms. Kaitlyn Lamping (hereinafter “Plaintiff” or “Ms. Lamping”) to represent her in her claims for California Labor Code violations committed against her and her coworkers by The Vincent G. Harris Insurance Agency (hereinafter “Defendant”) during her employment.

Ms. Lamping began her employment with Defendant on or about November 1, 2018 as a customer service and sales representative. In that role, she worked approximately 40 hours each week, for which she earned \$17.30 per hour and objectively assessed performance-based commission payments.

Throughout her time working with Defendant, it employed a series of unlawful policies designed to maximize employee productivity at the expense of their statutorily guaranteed rights. There are several examples of these abusive practices but a non-exhaustive selection of examples are provided here for reference.

Defendant's managing agents ordered Ms. Lamping and her colleagues to clock out for meal periods but continue working during those times. Defendant also ensured that Ms. Lamping and her colleagues maintained very heavy workloads that did not allow them to take any of their statutorily mandated meal and rest breaks. Ms. Lamping complained to her managers about the manifest unfairness of Defendant's expectation that she continue to work off the clock during what should have been her lunch break. Her managers told her that rest and meal breaks are "stupid rules" that the company and management, "did not believe in." As such, Defendant did not pay Ms. Lamping for at least one half-hour of work for each day of her employment and completely denied her the right to take her statutorily mandated rest breaks.

In addition, Defendant employed an unlawful policy under which it deducted employee's rightfully earned bonus and commission payments for each absence. In a statement of policy titled, "Sick Time/Paid Time Off", Defendant stated that, "Where an employee uses all of their vacation, sick time, and personal time, and then continues to miss work, there will be repercussions." These repercussions took the form of a gradual reduction of employees' monthly bonuses for each absence until an employee's monthly bonus was totally eliminated by the fourth absence. Through this policy, Defendant both unlawfully punished employees who needed extended periods of leave and deducted their employee's rightfully earned wages in retaliation for taking statutorily protected time off work.

Plaintiff hereby gives notice pursuant to Labor Code §2699.3(a)(1) that Defendant has violated California Labor Code §§ 221, 222, 223, 226, 226.7, 512, 1174, 1198, and 98.6. Plaintiff also declares her intent to bring a lawsuit against Defendants for PAGA claims on behalf of Plaintiff and other similarly situated employees, in addition to other causes of action.

Violation of Labor Code § 221 – For Unlawful Reduction or Elimination of Commission/Bonus Payments

Lab. C. § 221 states, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Under the statute, employers may not deduct money rightfully earned by the employee, including earned commission payments.

Violation of Labor Code § 222 – For Unlawful Withholding of Part of Wage

The labor code forbids employers to withhold part of an employee's wages or to secretly pay specific employees less than the amount the employer is meant to pay under a collective bargaining agreement.

Violation of Labor Code § 223 – For Payment of Less than Statutory or Contractual Wage Scale

Under the Labor Code, “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” If an employer purports to pay their employees the amount indicated in an employment contract, they must pay that amount.

Violation of Labor Code §226 – For Lack of Accurate Payroll Records

Lab. C. §226 requires, *inter alia*, employers to furnish each of his or her employees with an **accurate** itemized statement, which includes all hours worked and premium pay for meal and rest period violations. It also requires that the statements include the inclusive dates of each pay period. Plaintiff was not given accurate itemized wage statements because the statements did not accurately reflect all premium pay due to Plaintiff for missed meal and rest breaks. On information and belief, other employees suffered from similar violations. Plaintiff is entitled to all civil penalties as provided by law, including those provided for in Lab. C. §226.

Violation of Labor Code §226.7 – For Lack of Premium Pay

Lab. C. §226.7 requires an employer to provide meal periods and authorize and permit rest periods to its employees that are entitled to those breaks under any Industrial Welfare Commission (“IWC”) Orders, including Order 5-2001, which entitled Plaintiff and Plaintiff's coworkers to meal and rest periods. If meal or rest periods are violated, an employer is required to pay premium pay. Rest periods were not provided, were interrupted, were too short, and/or were not authorized and permitted within the time periods prescribed by law, so Defendant violated this section by not paying premium pay for these violations. Meal periods were not provided, were interrupted, were too short, and/or were not authorized and permitted within the time periods prescribed by law, so Defendant violated this section by not paying premium pay for these violations. On information and belief, other employees suffered from similar violations. Plaintiff is entitled to all civil penalties as provided by law.

Violation of Labor Code §512 – For Lack of Meal Breaks

Lab. C. §512 forbids employing an employee for more than five hours per day without a meal period of at least 30 minutes absent a written waiver in certain situations. Another meal period of at least 30 minutes must be provided if the employee is going to be employed for more than 10 hours of work absent a written waiver in certain situations. Plaintiff was not provided with meal periods as required by law. Even where Plaintiff attempted to take her meal period, she was consistently interrupted by management and required to return to work. On information and

belief, other employees suffered from similar violations. Plaintiff is entitled to all civil penalties as provided by law.

Violation of Labor Code §1174(d) – For Failure to Keep Payroll Records Showing Hours Worked Daily As Prescribed by IWC Order 5-2001

It is a violation of Lab. C. §1174(d) to fail to comply with IWC Order 5-2001 §7. This section requires that **accurate** time records be kept showing when the employee begins and ends each work period, including meal periods, and total daily hours worked. There are no such accurate records for Plaintiff, which is a clear violation and creates a strong inference other employees are similarly aggrieved. Plaintiff is entitled to all civil penalties as provided by law.

Violation of Labor Code §1198 – For Violating Standard Labor Conditions Under the IWC

Under Lab. C. §1198, it is unlawful to violate the conditions of labor prohibited by wage orders, including IWC Order 4-2001. IWC Order 4-2001 prohibits making employees work through their meal and rest breaks. It also prohibits making an employee work past certain time periods without providing meal periods and without authorizing and permitting rest periods. Plaintiff was not provided all meal and rest periods as required by law and was not authorized or permitted to take all meal and rest periods as required by law, so Defendant violated this section. On information and belief, other employees suffered from similar violations. Plaintiff is entitled to all civil penalties as provided by law.

Violation of Labor Code § 98.6

Under Labor Code §98.6, an employer may not retaliate against an employee who exercises any of his or her rights under the Labor Code or who complains or makes reports of Labor Code violations. Plaintiff in this case reported a pattern of workplace sexual harassment and was thereafter terminated for no reason. On information and belief, other employees suffered from similar violations. Plaintiffs are entitled to all civil penalties as provided by law.

Pursuant to Labor Code §2699, *et seq.*, Plaintiff intends to pursue all Plaintiff's rights and remedies available to Plaintiff in a civil action. Please send any and all correspondence to our office.

Nissim Levin, Esq.
Abramson Labor Group

EXHIBIT C

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 5, 2021

VIA LWDA WEBSITE

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

Re: *Sherry Morrow et. al. v. Vincent G Harris Insurance Agency*

To Whom It May Concern:

Please be advised that this law firm represents Sherry Morrow (“Ms. Morrow”) in claims arising from her employment with Vincent G Harris Insurance Agency and DOES 1-100 (“VGH”). Ms. Morrow is an “aggrieved employee” as defined by Labor Code Section 2698, *et seq.*, due to VGH’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than 180 days were suspended for 178 days, from April 6, 2020 through October 1, 2020. Accordingly, the relevant time period for the violations described herein is one year plus 178 days prior to the date of this letter. The “aggrieved employees” whom Ms. Morrow seeks to represent include all non-exempt employees who worked for VGH in California at any time from one year plus 178 prior to the date of this letter through the present.

Ms. Morrow was employed by VGH as a non-exempt employee in the position of “dealership program agent” (or similar title) from approximately April 2015 until her employment with VGH ended in or around June 2020.

During the course of Ms. Morrow’s employment with VGH, as a matter of policy and/or practice, VGH made, and on information and belief, continue to make, unlawful deductions from non-exempt employees’ wages. Specifically, and pursuant to VGH’s written policy titled “Sick Time/Paid Time Off,” if an employee exhausts all of their vacation time, sick time, and personal time, and thereafter misses a day of work, VGH take a 25% deduction from the employee’s earned bonuses for the month; a second day of missed work will result in a 50% deduction from the employee’s earned bonuses for the month; a third day of missed work will result in a 75% deduction from the employee’s earned bonuses for the month; a fourth day of missed work will result in a 100% deduction

from the employee's earned bonuses for the month; a fifth day of missed work will result in a 100% deduction and a final write up; and a sixth day of missed work will result in the loss of bonuses for the remainder of the year, suspension from work, and the possibility of termination. Such deductions constitute unlawful deductions from employees' earned wages, pursuant to Labor Code §§ 221-223.

During Ms. Morrow's employment with VGH, Ms. Morrow often worked over 8 hours per workday and/or over 40 hours per workweek, but did not receive overtime compensation equal to one and one-half times her regular rate of pay for working overtime hours. Specifically, VGH paid Ms. Morrow and other aggrieved employees bonuses and/or commissions that were calculated based on objective criteria including the amount and type of insurance policies or other products they sold to customers; and/or other forms of non-discretionary incentive pay ("Incentive Pay"). However, VGH failed to incorporate Incentive Pay in Ms. Morrow's and other aggrieved employees' "regular rate" of pay, and instead would pay overtime at one and one-half times their base rate of pay rather than their "regular rate" of pay as required under California law. As a result, Ms. Morrow and other aggrieved employees were paid less than one and one-half times (or two times in the case of double-time hours) the legal "regular rate" of pay for all overtime hours worked, in pay periods in which they both earned Incentive Pay and worked overtime hours.

In addition, VGH utilized a timekeeping system and/or practice which resulted in Ms. Morrow and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Ms. Morrow and other aggrieved employees were required to be at work at least 10 to 15 minutes prior to the start of their scheduled shift in order to boot up their work computers and otherwise prepare for their shift. However, they were instructed not to clock in using the designated ADP program until at least the scheduled start time of their shift, resulting in their not being paid for hours worked prior to the scheduled start of the shift. Furthermore, VGH would often round or otherwise adjust aggrieved employees' recorded time such that they were not paid for all hours actually worked (for example, by shaving their clock-out times or clock-in times to reduce their total hours worked in a workday). As a result of the unlawful practices described herein, Ms. Morrow and other aggrieved employees were deprived of earned wages, including minimum wages and overtime wages.

VGH's meal period policies/practices failed to provide Ms. Morrow and other aggrieved employees with legally compliant meal periods because they failed to provide Ms. Morrow and other aggrieved employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work. Specifically, although Ms. Morrow's and other aggrieved employees' meal periods were ostensibly scheduled, upon information and belief, Ms. Morrow and other aggrieved employees frequently were not able to take timely off-duty thirty-minute meal periods because they were required to finish assisting customers before taking their meal period, and/or could not take their meal periods until the prior employee on the schedule had returned from her meal period. On other occasions, Ms. Morrow could not take a meal period at all, or had her meal periods interrupted, due to work demands. Additionally, Ms. Morrow and other aggrieved employees were not provided with a second 30-minute meal period when they

work shifts of over 10.0 hours. VGH also failed to compensate Ms. Morrow and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, VGH has maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that legally-compliant meal periods are not provided.

Ms. Morrow and other aggrieved employees were not authorized and permitted to take all required rest periods due to VGH's unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute duty-free rest period for every four hours worked, or major fraction thereof. As with meal periods, Ms. Morrow and other aggrieved employees were frequently prevented from taking rest periods, or were interrupted during rest periods, as a result of work demands. On those occasions when Ms. Morrow was not authorized and permitted to take all legally-compliant rest periods to which she was entitled, VGH failed to compensate Ms. Morrow with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, VGH has maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that legally-compliant rest period are not authorized and permitted.

As a result of VGH's failure to pay all earned wages, including minimum wages, overtime wages, and meal and rest period premium wages, and VGH's unlawful deductions from wages, VGH failed to pay all Ms. Morrow and other aggrieved former employees all earned wages at termination of employment, and also failed to provide Ms. Morrow and other aggrieved employees with accurate itemized wage statements. Additionally, the wage statements issued to Ms. Morrow and other aggrieved employees did not contain the full name of the employer, "Vincent G Harris Insurance Agency," in violation of Labor Code § 226(a)(8).

As described herein, VGH committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Minimum Wage Violations

VGH was, and is, required to pay Ms. Morrow and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. See Labor Code §§ 1182.12, 1194, 1194.2, 1197, and Wage Order 4, § 4. As alleged above, VGH maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Morrow and other aggrieved employees for all hours worked. As a result of these policies/practices, Ms. Morrow and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

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Overtime Violations

VGH was, and is, required to properly compensate non-exempt employees, including Ms. Morrow and other aggrieved employees, for all overtime hours worked pursuant to Labor Code § 204, 510, 1194, 1198 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday or over 40 hours in a workweek, and for the first eight (8) hours and/or in excess of 40 hours of work in the workweek, and “double the employee’s regular rate of pay” for all hours worked in excess of 12 hours in a workday or in excess of 8 hours on the seventh day of a workweek. As alleged herein, VGH has caused Ms. Morrow and other aggrieved employees to work overtime and/or double-time hours but has not compensated Ms. Morrow or other aggrieved employees at one and one-half times (or two times, in the case of double-time) her “regular rate” of pay for such hours.

Meal Period Violations

As alleged above, VGH failed, and continues to fail, to provide Ms. Morrow and other aggrieved employees with all required and compliant meal periods, due to VGH’s meal period policies/practices that often fail to provide legally compliant 30-minute first meal periods before the end of the fifth hour of work, and which fail to provide second meal periods for shifts of over 10.0 hours. *See* Labor Code §§ 226.7, 512 and Wage Order 4, § 11. As a result, Ms. Morrow and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with...[an] order of the Industrial Welfare Commission...the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”). As alleged above, VGH has failed to pay them the premium wages to which they are legally entitled.

Rest Period Violations

As alleged above, VGH failed, and continues to fail, to authorize and permit Ms. Morrow and other aggrieved employees to take all rest periods to which they are legally entitled. *See* Labor Code §§ 226.7, 516; Wage Order 4, § 12. As a result, Ms. Morrow and other aggrieved employees are owed an additional hour of wages at her regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”). As alleged above, VGH has failed to pay them the premium wages to which they are legally entitled.

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Unlawful Deductions from Wages

As alleged above, VGH made unlawful deductions from aggrieved employees' earned wages, in violation of Labor Code §§ 221-223, by making deductions from employees earned bonuses/commissions if they exceeded their allotted PTO/sick/vacation days.

Wage Statement Violations

As alleged herein, VGH knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Morrow and other aggrieved employees with complete and accurate wage statements with respect to their total gross wages earned, total net wages earned, total hours worked, total hours worked at each rate of pay, and meal and rest period premium wages earned, in violation of Labor Code § 226.

Failure to Pay All Final Wages at Termination

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of her separation of employment. As alleged herein, VGH failed to timely pay Ms. Morrow and other aggrieved former employees all of her final wages at the time of separation of employment. Pursuant to Labor Code § 203, VGH's failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles Ms. Morrow and other aggrieved former employees to waiting time penalties equal to one day of wages for each day VGH failed to pay her final wages after separation, up to a maximum of thirty days.

Ms. Morrow is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Ms. Morrow will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Morrow's own investigation, and on information and belief, VGH has committed the following Labor Code violations:

- a. VGH has violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Morrow and other aggrieved employees at least the statutory minimum wage for all hours worked;
- b. VGH has violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Morrow and other aggrieved employees all overtime and/or double-time compensation earned;
- c. VGH has violated Labor Code §§ 226.7, and 512 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Morrow and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. VGH has violated Labor Code §§ 226.7, and 516 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Ms. Morrow and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. VGH has violated Labor Code §§ 221-223 and 1198 by unlawfully deducting earned wages from the wages paid to aggrieved employees.
- f. VGH has violated Labor Code § 226 by failing to furnish Ms. Morrow and other aggrieved employees with accurate and complete itemized wage statements;
- g. VGH has violated Labor Code §§ 201-203 by failing to pay Ms. Morrow and other aggrieved former employees all final wages owed at the termination of her employment;
- h. VGH has violated Labor Code § 204 by failing to pay Ms. Morrow and other aggrieved employees all earned wages at least twice during each calendar month; and
- i. VGH has violated Labor Code §§ 1174, 1198 and 1199 by failing to maintain accurate records on behalf of Ms. Morrow and other aggrieved employees.

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

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Vincent G Harris Insurance Agency, c/o Tiffany Detinne, Agent for Service of Process (via certified mail)

Haines Law Group
STE 180
2155 Campus Drive
El Segundo CA 90245

USPS CERTIFIED MAIL



9214 8901 9403 8333 7508 10

VINCENT G HARRIS INSURANCE AGENCY
C/O: TIFFANY DETINNE
STE 9
7144 FAIR OAKS BLVD
CARMICHAEL CA 95608-6464

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