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ABUNDO on behalf of himself and all
others similarly situated

[Additional Counsel on Next Page]

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

GERARDO ABUNDO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

AMERICAN RESIDENTIAL SERVICES,
LLC, a Tennessee limited liability company;
and DOES 1 through 50, inclusive,

Defendant.

CASE NO. 30-2021-01202607-CU-OE-CXC

Assigned for all purposes to:
Hon. Melissa McCormick, Dept. CX104

Reservation #: 74306921

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: October 17, 2024
Time: 2:00 p.m.
Dept.: CX104

DECLARATION OF JAMES R. HAWKINS

1. I am an attorney in good standing duly admitted to the State Bar of California, the principal attorney at James Hawkins APLC, and counsel of record for Plaintiff GERARDO ABUNDO ("Plaintiff") in this action against Defendant AMERICAN RESIDENTIAL SERVICES, LLC ("Defendant") (Plaintiff and Defendant collectively, "the Parties"). Except for those matters stated on information and belief, which I am informed and believe are true and correct, I have personal knowledge of all matters set forth herein. If called as a witness, I could and would testify to them competently.

2. This declaration is made in support of the Motion for PAGA Approval of Settlement Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698, et seq.) (hereinafter "PAGA Stipulation") filed concurrently herewith.

Procedural History

3. On March 19, 2021, Plaintiff provided written notice to Defendant and the California Labor and Workforce Development Agency ("LWDA") of the alleged Labor Code violations, pursuant to Labor Code section 2699.3.

4. On May 24, 2021, Plaintiff Gerardo Abundo filed a representative action under the Private Attorneys General Act ("PAGA") against Defendant American Residential Services, LLC in Orange County Superior Court, captioned *Gerardo Abundo v. American Residential Services, LLC*, Case No. 30-2021-01202607-CU-OE-CXC (the "Action").

5. WHEREAS, on July 12, 2021, Plaintiff filed a First Amended Complaint in the Action, which is the operative complaint, seeking civil penalties under PAGA for Defendant's alleged failure to: (1) pay all wages owed, including minimum wages and overtime; (2) provide lawful meal periods; (3) authorize and permit lawful rest periods; (4) timely pay wages due and payable during employment; (5) timely pay wages owed at separation; (6) comply with itemized employee wage statements; (7) pay sick leave at the proper rate; and (7) reimburse business expenses.

6. On September 3, 2021, Defendant filed an answer to the First Amended Complaint ("FAC").

7. Defendant denies the allegations in the FAC and denies any liability for the PAGA claims.

8. On June 27, 2022, the Parties participated in a mediation session with Hon. William J. Cahill (Ret.), but did not reach a settlement.

9. On July 7, 2022, Defendant filed a motion to compel arbitration of Plaintiff's individual claims and to dismiss the representative PAGA claims. On September 8, 2022, the Court denied Defendant's request to dismiss the PAGA claims and stayed the action pending arbitration of Plaintiff's individual claims.

10. On February 14, 2024, the Parties participated in a second mediation with Hon. Steven J. Stone (Ret.) and reached a settlement.

11. On or about April 22, 2024, the Parties executed a PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

Investigation Into the Claims; Settlement

12. Plaintiff and Defendant engaged in formal and informal discovery prior to resolving the Action. On October 8, 2021, Plaintiff propounded written discovery on Defendant consisting of Form Interrogatories, Special Interrogatories, Requests for Admissions, and Requests for Production.

13. The Parties agreed to attend mediation with Hon. William J. Cahill (Ret.) on June 27, 2022, to attempt to resolve the action and further agreed to engage in informal discovery in advance and in preparation thereof. Documents Plaintiff obtained through informal exchange included applicable policy documents, key data points regarding the size and makeup of the aggrieved employee group, and a sampling of employee time and pay records.

14. Defendant produced Plaintiff's personnel file, a sampling of payroll and timekeeping records, and copies of its relevant written policies. From the data and other documents obtained from Defendant pertaining to the aggrieved employees and Defendant's policies, Plaintiff's counsel was able to analyze the data provided and thoroughly assess the merits of each claim.

15. The June 27, 2022, mediation with Hon. William J. Cahill (Ret.) was unsuccessful.

16. On February 14, 2024, the Parties participated in a second mediation with Hon. Steven J. Stone (Ret.) and were able to reach a settlement to resolve the claims alleged against Defendant. A true and correct copy of the PAGA Settlement Agreement (“Agreement”) is attached hereto as **Exhibit 1**.

17. Counsel believes the proposed settlement is fair, reasonable, and adequate in view of PAGA's purposes in light of the complexities of the case, the uncertainties of further litigation, and that it represents a fair and reasonable recovery for the State of California and the aggrieved employees. The Parties have not engaged in any collusion or improper negotiations. The Parties do not have any agreements regarding the proposed Settlement that are not reflected in the Settlement Agreement.

Summary of the Settlement Terms

18. Key provisions of the proposed settlement include the following:

a. "PAGA Members" means all current and former non-exempt employees who worked at American Residential Services, LLC in California during the PAGA Period from March 19, 2020 to the date of the Court's Approval Order.
(Agreement, 1.18, 1.23.)

b. Defendant agrees to pay the Gross Fund Value of \$975,000.00, which includes Individual PAGA Payments to PAGA Members, the PAGA Representative Service Payment to Plaintiff, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and the LWDA Payment. (Agreement, 1.8.)

c. Pro Rata Increase: If the number of PAGA Pay Periods exceeds 114,247 (10% more than the 103,861 PAGA Pay Periods estimated for March 19, 2020 through February 14, 2024), Defendant has the option to pay the pro-rata increase or have the PAGA Period expire at that point in time. (Agreement, 4.1, 8.)

d. PAGA Allocation: Approximately \$594,750.00 will be available for distribution to the PAGA Members and the LWDA as the PAGA Fund Value.

(Agreement, 1.17.) Of this amount, the LWDA will receive 75%, or approximately \$446,062.50 as the LWDA Payment, and PAGA Members will receive 25%, or approximately \$148,687.50 as Individual PAGA Payments.

(Agreement, 3.2.4.)

- e. Defendant shall fund the Gross Fund Value within 21 days of the Effective Date. (Agreement, 4.3.)
- f. Within 21 days of Defendant funding the Gross Fund Value, the Administrator will issue checks for the Individual PAGA Payments, PAGA Representative Service Payment, LWDA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. (Agreement, 4.4.)
- g. Defendant agrees not to oppose Plaintiff's request for a PAGA Representative Service Payment of up to \$10,000.00. (Agreement, 3.2.2.) If this request is not approved or is reduced by the Court, any amount not approved will be included in the PAGA Fund Value. (Agreement, 3.2.2.)
- h. PAGA Counsel will not seek more than \$341,250.00 (35% of the Gross Fund Value) for the PAGA Counsel Fees Payment. (Agreement, 3.2.1.)
- i. PAGA Counsel will not seek more than \$20,000.00 for the PAGA Counsel Litigation Expenses Payment. (Agreement, 3.2.1.) A true and correct copy of a report showing all expenses reasonably incurred in this matter by PAGA Counsel is attached hereto as Exhibit 2.
- j. Notice to PAGA Members and administration of this Settlement will be handled by ILYM Group, Inc. as the Settlement Administrator. (Agreement, 1.2.) The Administration Expenses Payment shall not exceed \$9,000.00 except for good cause and as approved by the Court. (Agreement, 3.2.3.)
- k. In exchange for the settlement consideration, Defendant shall be entitled to a release of the Released PAGA Claims from the LWDA, PAGA Members, and Plaintiff. (Agreement, 5.)

1 19. Plaintiff and his counsel have diligently investigated the claims in this matter.
2 Plaintiff and PAGA Counsel concluded, after considering the disputed factual and legal issues,
3 the substantial risks of further prosecution (including possible summary judgment efforts), and
4 the substantial benefits to be received under the Settlement, that settlement on the agreed terms is
5 in the best interest of Plaintiff, the PAGA Members, and the LWDA, and is fair and reasonable.
6 PAGA Counsel brought extensive experience with wage and hour actions to the negotiation of
7 this Settlement.

8 20. Resolution at this time will avoid the need for additional expensive and time-
9 consuming litigation that could result in a less satisfactory outcome than proposed under this
10 Settlement. The Settlement is objectively reasonable and benefits the PAGA Members and the
11 State of California by providing recovery without additional years of delay. The efficiency of this
12 litigation benefits the Court, the Parties, and their counsel. A settled resolution is the most
13 realistic method for addressing the claims raised.

14 21. The Parties engaged in necessary investigation, including Defendant's production
15 of policies, PAGA Member data, and a sampling of payroll and timekeeping records. The
16 information produced was sufficient for PAGA Counsel to adequately evaluate the Settlement.
17 Plaintiff had ample information to evaluate a fair and reasonable settlement amount.

18 22. While the expense, complexity and duration of future litigation was to some extent
19 unknown, establishing the foundational violations to support a substantial penalty award would
20 certainly require tremendous time and expense.

21 23. The Settlement provides a significant monetary benefit within "the range of an
22 acceptable settlement" under the circumstances, the standard on which this Settlement must be
23 judged. The Ninth Circuit has held that a settlement may be fair and reasonable even if it provides
24 only a fraction of what could be obtained at trial.

25 24. The Settlement is the product of arm's-length negotiations between the Parties
26 occurring throughout the litigation. In light of the uncertainties of protracted litigation and the
27 legal positions of the Parties, the settlement amount reflects the best feasible recovery. The
28 settlement amount is a compromise figure that took into account risks related to liability,

damages, and Defendant's asserted defenses. Given the strong case Defendant could present, this is a consequential settlement.

Estimated Maximum Potential Recovery

25. Prior to mediation, Defendant provided PAGA Member data for the relevant time period, including the total number of PAGA Members and PAGA Pay Periods. This enabled Plaintiff's counsel to analyze the data and prepare a comprehensive damage analysis for mediation purposes. (Agreement, 2.7.)

26. The Parties agreed that if the total number of PAGA Pay Periods increases by more than 10% of the 103,861 PAGA Pay Periods estimated for March 19, 2020, through February 14, 2024, Defendant has the option to pay the pro-rata increase or have the PAGA Period expire at that point in time. (Agreement, 4.1, 8.)

27. Defendant represented there were approximately 103,861 PAGA Pay Periods from March 19, 2020, through February 14, 2024. (Agreement, 4.1.)

28. The following chart provides the estimated potential recovery that Plaintiff believes could be reasonably achieved for all PAGA Members if he were to prevail on the PAGA claim:

Estimated Potential Recovery		
Assumptions During PAGA Period (based on time/payroll data provided by Defendants)		
Total Pay Periods During PAGA Period: 103,861		
Claim (Labor Codes)	Estimated Potential Civil Penalties	Calculations for Estimated Potential Recovery
Initial violations of Labor Code sections 2698, <i>et seq.</i>	\$10,386,100	103,861 pay periods x \$100/pay period
TOTAL	\$10,386,100	

Risks of Continued Litigation and Discounts in Settlement

29. Despite a total potential recovery of over \$10 million in PAGA penalties, Plaintiff recognizes the challenge in establishing liability on the underlying wage and hour claims. Plaintiff recognizes that the likelihood of proving a violation during each and every pay period is

low making recovery of \$10 million or anything close to that amount in civil penalties very unlikely. Continuing litigation will also drive up costs for both sides to amounts exceeding the potential recovery in relation to the number of PAGA Members. In that respect, the Gross Fund Value represents a very fair recovery of approximately 9.4% of the potential maximum civil penalties.

30. Furthermore, Plaintiff must prevail at a trial on the merits. In addition to having to prove that Plaintiff and the PAGA Members were not paid for all hours worked, Defendant contends that Plaintiff must establish willfulness for waiting time penalties under Labor Code Section 203 and a knowing and intentional violation under Labor Code Section 226 for wage statement penalties.

31. With respect to the claims asserted on behalf of the PAGA Members, there are significant risks that support the reduced compromise amount. These risks include, but are not limited to:

- a. The risk that Plaintiff would be unable to establish liability for allegedly unpaid wages. (See *Duran v. US Bank Nat'l Ass'n*, 59 Cal.4th 1, 39 & fn. 33 (2014) ("Duran"), citing *Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014).) Defendant contends that Plaintiff and PAGA Members were paid for all hours worked, and that any off-the-clock work was done without Defendant's knowledge.
- b. The risk that Plaintiff would not be able to prove liability for alleged meal and rest break violations; or that establishing such liability would require an individualized inquiry presenting trial manageability issues and potentially inconsistent testimony. Plaintiff alleged that PAGA Members were unable to take breaks without management approval and that understaffing led to an inability to take breaks. Defendant alleges its policies were compliant, that Plaintiff and PAGA Members acknowledged being provided compliant meal and rest breaks, and that any non-compliant breaks were due to the employee's voluntary choice. The Court may limit evidence at trial and penalties awarded if a trial for all employees would

1 be unmanageable. (See *Estrada v. Royalty Carpet Mills* (2022) 76 Cal. App. 5th
2 685.) In discovery, Defendant provided several policies requiring its employees to
3 maintain truthful and accurate timekeeping and advising them of the timing and
4 availability of meal and rest breaks. It also provided information that it historically
5 paid premiums for missed breaks.

6 c. The risk that Plaintiff would not recover waiting time and wage statement
7 penalties under Labor Code sections 203 and 226. Plaintiff might not prove that
8 Defendant acted with the intent necessary for penalties under Labor Code sections
9 203 and 226. Section 203 requires showing the employer committed a "willful"
10 violation in withholding wages, and a good faith dispute that wages are due
11 precludes waiting time penalties. (8 Cal. Code Regs. § 13520.) Similarly, section
12 226 penalties require a "knowing and intentional" violation. Defendant contends it
13 would present good faith defenses precluding a finding of willfulness under
14 section 203. (See *Naranjo v. Spectrum Security Services, Inc.*, Case No. S279397
15 (Cal. S. Ct. May 6, 2024)) Any good faith dispute could preclude penalties.

16 d. The risk that any PAGA civil penalties could be reduced by the Court in its
17 discretion, which would materially impact the PAGA Members' recovery. (See
18 Labor Code § 2699(e)(1).)

19 e. The risk that lengthy appellate litigation could ensue, with associated risks and
20 costs, enhances the value of a confirmed settlement over unpredictable litigation.

21 f. Although the potential PAGA penalties amount to \$10,386,100, that amount is
22 unlikely in this case. Ultimately, the penalty amount is always within the Court's
23 discretion. Labor Code § 2699(e)(2) states:

24 In any action by an aggrieved employee seeking recovery of a civil penalty available
25 under subdivision (a) or (f), a court may award a lesser amount than the maximum
26 civil penalty amount specified by this part if, based on the facts and circumstances of
27 the particular case, to do otherwise would result in an award that is unjust, arbitrary
28 and oppressive, or confiscatory.

Subdivision (a) states,

Notwithstanding any other provision of law, any provision of this code that provides
for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency or any of its departments, divisions, commissions, boards,
2 agencies, or employees, for a violation of this code, may, as an alternative, be
3 recovered through a civil action brought by an aggrieved employee on behalf of
4 himself or herself and other current or former employees pursuant to the procedures
5 specified in Section 2699.3.

- 6 g. Subdivision (f) specifies the penalties in instances where the underlying statute does
7 not specify any civil penalty. In other words, where the facts and circumstances of the
8 particular case demonstrate that an unreduced award would be “unjust, arbitrary and
9 oppressive, or confiscatory,” the court (or arbitrator) may reduce the award so as to
10 ameliorate any such finding. (*See Carrington v. Starbucks Corp.* (2018) 30
11 Cal.App.5th 504, (reducing the civil penalties by 90% of the maximum penalty for all
12 proven violations at trial); *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016,
13 No. 15-CV-02198-EMC) 2016 WL 5907869, at *8 (noting that courts often exercise
14 discretion to reduce PAGA verdicts below the statutory penalty).)
- 15 h. Moreover, Plaintiff faced the risk of a potentially prolonged and expensive trial.
16 Defendants have indicated that they intend to question and/or cross-examine each
17 and every employee for whom penalties are sought, which would lead to a trial
18 involving hundreds witnesses. Thus, there is also a real risk that Plaintiff’s claims
19 would be dismissed or significantly narrowed in scope as a result of manageability
20 concerns. (See, e.g., *Wesson v. Staples the Office Superstore LLC* (2021) 68
21 Cal.App.5th 746 (holding that trial courts have the power to strike PAGA claims
22 that are not manageable).)
- 23 i. Plaintiffs faced the risk of being held liable for Defendants’ attorneys’ fees and costs
24 if this case had been unsuccessful.

25 32. Each of these factors bore heavily on the negotiations leading to the Settlement. In
26 view of these risks, the Settlement reflects a fair, adequate, and reasonable compromise amount
27 for these claims and warrants preliminary approval. Indeed, while the risks listed herein are far
28 from exhaustive, they show that the Settlement is fair, adequate, and reasonable in view of them.

33. In these respects, Defendant strongly deny any liability. Continued litigation of this lawsuit presented Plaintiff and Defendant with substantial legal risks that were (and continue to be) very difficult to assess.

34. In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair and reasonable recovery for the State of California and the Aggrieved Employees. The Settlement amount is, of course, a compromise figure. By necessity, it took into account risks related to liability, trial manageability, discretionary penalties, and all the defenses asserted by Defendant as to all such matters.

Fairness of Distribution

35. The proposed method of distribution is fair and reasonable because each PAGA Member's actual potential penalties vary proportionally based on the number of PAGA Pay Periods worked during the PAGA Period. (Agreement, ¶ 3.3.) A PAGA Member who worked a greater number of PAGA Pay Periods will have a larger potential claim than one who worked fewer PAGA Pay Periods and will likewise receive a proportionately greater share of the PAGA Fund Value allocated to the PAGA Members as their Individual PAGA Payment.

Attorney's Fees

36. Here, the Parties' agreement to pay PAGA Counsel fees of up to \$341,250 (or approximately 35% of the Gross Fund Value) is reasonable.

37. James Hawkins APLC has done extensive work in connection with this case, including but not limited to: conducting the initial investigation of the case and developing the facts and theories regarding the alleged Labor Code violations, engaging in informal discovery to obtain applicable policies, PAGA Member data, and a sampling of time and pay records, preparing for and attending Plaintiff's deposition, reviewing documents obtained from Defendant, analyzing the data and records to prepare a damages analysis for negotiation, participating in two mediations, opposing Defendant's motion to compel arbitration, preparing a Belaire-West notice and stipulated protective order, meeting and conferring regarding discovery, attending numerous case management conferences, preparing the PAGA Settlement Agreement and related documents, and preparing the stipulation and supporting papers for PAGA settlement approval.

38. James Hawkins APLC prosecuted this matter on a contingent basis, meaning the firm would have received no compensation or reimbursement of costs if the case were unsuccessful. The time spent on the litigation diverted considerable time and effort from other fee-generating work.

39. I have reviewed the work performed and billing entered by the attorneys at my firm for this case. The table below summarizes the hours worked. My firm's lodestar is currently **\$300,850**, resulting in a modest multiplier of approximately 1.13.

40. The estimated lodestar for Plaintiff's attorneys in this matter is as follows

James Hawkins APLC Lodestar Summary				
Timekeeper	Years	Hours	Rate	Total
James R. Hawkins	25	108	\$1050	\$113,400
Christina M. Lucio	15	136	\$775	\$105,400
Mitchell J. Murray	11	83	\$750	\$62,250
Paul A. Brown	2	28	\$450	\$12,600
Eric D. Tims	2	16	\$450	\$7,200
TOTALS		371		\$300,850

41. PAGA Counsel anticipates spending several additional hours communicating with the Settlement Administrator and appearing at the final accounting hearing, if necessary.

42. The billed hours represent time spent on tasks essential to the litigation and settlement. The standard hourly rates for PAGA Counsel - ranging from \$450 to \$1050 for attorneys - are reasonable. PAGA Counsel's rates align with those charged by experienced wage and hour lawyers practicing on a national scale and fall within the range approved by courts in similar circumstances. The 2023-2024 Adjusted Laffey Matrix sets forth hourly rates from \$437 to \$1057 for attorneys with similar experience levels. (<http://www.laffeymatrix.com/see.html>.) In addition, Plaintiff's Counsel's hourly rates have been approved by the Court. See *Vigueras v. Red Robin Int'l* (C.D.Cal. Dec. 2, 2020, No. SACV 17-1422 JVS (DFMx)) 2020 U.S. Dist. LEXIS 262135, at *15 (finding that the hourly rates of counsel are consistent with their experience and the prevailing rates in the community).

1 43. It is only fair that every PAGA Member who benefits from the settlement pay a
2 pro rata share of the attorney's fees. The amount of fees PAGA Counsel seeks here is less than
3 what PAGA Counsel would likely receive if they represented each PAGA Member individually,
4 as typical contingent fee contracts provide for attorney's fees of about 40% of the recovery
5 obtained for a client.

6 ***Experience of Plaintiff's Counsel***

7 44. In 1993, I graduated from the University of California, Los Angeles with a
8 Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while
9 a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo B.
10 Marshall, United States District Court for the Central District of California. After approximately
11 five months of service for Judge Marshall, I became a full-time extern for the United States
12 Attorney's Office, Central District of California. My externship lasted for approximately five
13 months. Thereafter, in 1997, I graduated from Whittier Law School. The same year, I was
14 admitted to practice law in the State of California.

15 45. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based
16 out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department
17 litigating plaintiff related employment issues such as: Wrongful Termination, Age
18 Discrimination, Disability, Wage and Hour and Sexual Harassment claims. Through the success
19 and experience I obtained litigating employment related matters; I commenced the Wage and
20 Hour division of our employment department in 2002. Since then, I have spent the vast majority
21 of my practice litigating Wage and Hour Class Actions.

22 46. In 2007, I incorporated my wage and hour class action practice as James Hawkins
23 APLC. Since its inception, this law firm has been exclusively involved in class action and
24 complex litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage
25 and hour class actions.

26 47. I have a great deal of experience in wage and hour class action and representative
27 action litigation. I have obtained certification of numerous classes and have obtained resolutions
28 of numerous other class actions and representative actions. I have also been approved as class

1 counsel in many other wage/hour class actions, and I am currently litigating numerous others.
2 Although not an all-inclusive list, over the years I have prosecuted the following class action
3 matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those
4 associated with this action:

- 5 • Aguilar v. 7-Eleven, Inc., et. al., Orange County Superior Court- Case No.: 30-
6 2009-00268714-CU-OE-CXC.
- 7 • Carey, et. al. v. Arthur J. Gallagher, et. al., USDC, SOUTHERN DISTRICT-
8 Case No.: 09-cv-0168.
- 9 • Dao v. 3M Company, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
10 04554.
- 11 • Ortiz v. Kmart, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
12 ODW.
- 13 • Morgan v. Aramark Campus, LLC, USDC, CENTRAL DISTRICT, Case No.
14 SACV08-00412.
- 15 • West v Iron Mountain Information Management, Inc, et. al.; Los Angeles
16 County Superior Court, Case No. BC393709.
- 17 • Gonzalez v. Superior Industries Inter, Inc., et al., Los Angeles County Superior
18 Court, Case No. BC 357912.
- 19 • Acosta v. Fleetwood Travel Trailers of California, Inc., et al., Riverside
20 County Superior Court, Case No. RIC 440630.
- 21 • Walker v. Sharkeez, et al., Orange County Superior Court, Case No.
22 05CC00293.
- 23 • Padron v. Universal Protection Service, et al, Orange County Superior Court,
24 Case No. 05CC00013.
- 25 • Martinez v. Securitas Security Services USA, et al., Santa Clara Superior
26 Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 27 • Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al., Riverside Superior
28 Court, Case No. RIC 420909.

- Ruiz, et al. v. Unisource Worldwide, Inc., et al., USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- Herrador v. Culligan International Company, et al., USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- Defries v. Domain Restaurants, et al., Orange County Superior Court, Case No. 05CC00128.
- Denton v. BLB Enterprises, Inc., et al., Orange County Superior Court, Case No. 07CC01292.
- Rios v. Sandberg Furniture Manufacturing Co., Inc, et al., Los Angeles Superior Court, Case No. BC411477.
- McMurray v. Dave and Busters, Inc., et al., Orange County Superior Court, Case No. 06CC00099.
- Osuna v. DFG Restaurants, Inc., et al., Los Angeles Superior Court, Case No. BC 330145.
- Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court, Case No. CGC-07-461612.
- Willems v. Diedrich Coffee, Inc., et al., Orange County Superior Court, Case No. 07CC00015.
- Davila, et al. v. Beckman Coulter, Inc., et al., Orange County Superior Court, Case No. 07CC01347.
- Perez v. Naked Juice Company of Glendora, Inc., Los Angeles Superior Court, Case No. BC387088.
- Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases, Los Angeles Superior Court, Case No. JCCP 4545.
- Placencia v. Amcor Packaging Distribution, Inc., Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.

- Trani v. Lisi Aerospace, et al., Los Angeles Superior Court, Case No. BC495527. aa. Galvan v. Goodwin Co., Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- Reyes v. Bristol Fiberlite, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- Gutierrez v. HMT Tank, USDC Central Dist., Case No. CV14-1967-CAS(MANx).
- Williams v. Il Fornaio America Corp., Sacramento County, Case No. 34-2011-0009616.
- Aguilar v. 7-Eleven, Inc., Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- Madrigal v. Huntington Beach Market Broiler, Inc., Orange County, Case No. 30-2012-00611260.
- Vang v. Jazz Semiconductor, Inc., Orange County, Case no. 30-2011-00460278.
- Cano v. Financial Statement Services, Inc., Orange County, Case No. 30-2013-00653349-CU-OE-CXC.
- Gonzalez v. Quality Aluminum Force, LLC, Orange County, Case No. 30-2015-00817941-CU-OE-CXC.
- Smith v. Space Exploration Technologies Corp., Los Angeles County Case No. BC554258.
- Madrigal v. Balda C Brewer, Inc., Orange County Case No. 30-2015-00820218-CU-OE-CXC.
- Mendez v. Liberty Glass Fabricators, Inc., Riverside County Case No. RIC 1800119.
- Attia v. Neiman Marcus Group, Inc., United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM

- Vigueras v. Red Robin, United States District Court for the Central District of California Case No. 8:17-cv-1422-JVS-DFM.
- Payne v. Marriott Ownership Resorts, Inc., San Diego County Case No. 37-2018-00015175-CU-OE-CTL.

48. I have a great deal of experience in wage and hour class action and representative action litigation. I have obtained certification of numerous classes and have obtained resolutions of numerous other class actions and representative actions. I have also been approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

49. In sum, my firm has been the lead or co-lead counsel in hundreds of cases since its inception. We have recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

50. Our firm has served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing one of the largest wage and hour class action settlement in California history at \$130,000,000. During this case, Plaintiffs appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the record, and several additional letters informing the appellate court of new legal authority issued after Dukes. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was reversed and the case was remanded for further proceedings. (Lubin v. The Wackenhut Corporation ("Lubin"), 5 Cal. App. 5th 960 (2016).) Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the parties were able to secure the 130 million

1 settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles
2 Superior Court.

3 51. Additionally, in early 2020, our firm served as lead counsel in a class action jury
4 trial in the Central District of California involving the class and PAGA representative claims of
5 over 23,000 employees which were successfully resolved in the midst of trial for \$8,500,000.

6 52. Even more recently, our office along with co-counsel filed an appeal in the 9th
7 circuit in *Valiente, et. al. vs. Swift Transportation Co. of Arizona*, Case No. 21-55456,
8 challenging the retroactive application of The Motor Vehicle Safety Act, 49 U.S.C. § 31141
9 preemption of California meal and rest periods laws as applied to commercial drivers.

10 53. Our firm has settled many high-stakes class and representative actions. Hawkins'
11 settlements have directly compensated hundreds of thousands of California workers and
12 consumers. Hawkins' actions have also forced employers to modify their policies for the benefit
13 of employees including changing the compensation structure for certain employees and changing
14 practices to ensure that workers will be able to take timely rest and meal breaks. A leader in
15 prosecuting PAGA enforcement actions, Hawkins has secured millions of dollars in civil
16 penalties for the State of California.

17 54. Based on our experience, demonstrated competence, resources to prosecute the
18 claims at issue and reputation among our colleagues in the both the defense and plaintiffs' bar, I
19 respectfully submit our firm's experience in the field of wage and hour cases provides us the
20 ability to prosecute claims swiftly and often times without the need for protracted litigation.
21 Although, as demonstrated in the Wackenhut cases, we do not give up fighting for class members
22 when challenged and necessary.

23 ***Reasonableness of PAGA Representative Service Payment***

24 55. Plaintiff's request for a PAGA Representative Service Payment of \$10,000 is fair
25 and reasonable in view of his efforts in this case, the risks he undertook, and the results he
26 achieved. Courts routinely approve service awards to compensate representative plaintiffs for
27 their services and risks incurred during representative action litigation, often in higher amounts
28 than sought here. (*See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726

1 (upholding "service payments" to named plaintiffs for their efforts); *Van Vranken v. Atlantic*
2 *Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving \$50,000 enhancement award).)

3 56. The Settlement Agreement provides that Plaintiff may seek a PAGA
4 Representative Service Payment of up to \$10,000. (Agreement, ¶ 3.2.2.) This amount is
5 approximately 1% of the Gross Fund Value.

6 57. The Substantial Time and Effort Plaintiff Expended on This Lawsuit Justifies the
7 PAGA Representative Service Payment.

8 a. Awarding Plaintiff approximately 1% of the Gross Fund Value is entirely
9 reasonable given Plaintiff's efforts undertaken on behalf of the State of
10 California and the PAGA Members. In this case, Plaintiff devoted
11 approximately 50-60 hours advancing the interests of the PAGA Members and
12 the LWDA by, among other things, retaining experienced counsel, providing
13 PAGA Counsel with extensive information about his work history with
14 Defendant and Defendant's policies and practices related to the alleged Labor
15 Code violations, preparing for and attending his deposition, and being actively
16 involved in the settlement process to ensure a fair result for the PAGA
17 Members and the State of California. (Declaration of Gerardo Abundo in
18 Support of Joint Stipulation Requesting Approval of Settlement ("Abundo
19 Decl."), ¶ .)

20 58. Plaintiff's Heavy Fiduciary Responsibilities Justify the PAGA Representative
21 Service Payment.

22 a. As a representative, Plaintiff agreed to: (1) consider the interests of the State of
23 California and the PAGA Members as he would his own interests and, at times,
24 put their interests before his own; (2) actively participate in the lawsuit as
25 needed, including answering discovery, producing documents, and giving
26 deposition and trial testimony if requested; (3) travel to give such testimony;
27 (4) recognize that any dismissal or settlement of the lawsuit is subject to court
28 approval and must be in the best interest of the PAGA Members and the State

1 of California; (5) follow the lawsuit's progress and provide all relevant facts to
2 PAGA Counsel; (6) champion others with similar claims because of the case's
3 importance and the need for all PAGA Members and the State of California to
4 benefit; and (7) fight for a resolution in which individual recoveries to each
5 PAGA Member and the State of California, including Plaintiff, may be
6 relatively small. (Abundo Decl., ¶ .) Plaintiff agreed to these responsibilities in
7 exchange for a proportionate share of funds made available for distribution to
8 the PAGA Members and LWDA, with no guarantee of a service payment. This
9 justifies the requested service payment.

10 59. The Risks that Plaintiff Undertook Justify the PAGA Representative Service
11 Payment

- 12 a. In taking these actions, Plaintiff exposed himself to significant risks, including
13 potentially being ordered to pay Defendant's attorneys' fees and costs if the
14 action was unsuccessful under Labor Code §§ 218.5 and 218.6, California's fee
15 and cost-shifting statutes for wage disputes. California courts have ordered
16 wage and hour plaintiffs to pay substantial fee and cost awards for
17 unsuccessful claims, such as:
- 18 i. *Zalewa v. Tempo Research Corp.* (CA 2nd Dist. March 1, 2013) No.
19 B238142, 2013 WL 766535 (employee ordered to pay employer
20 \$2,210,360 in fees for unsuccessful suit for unpaid bonuses);
 - 21 ii. *Cun v. Caf Tiramisu LLC* (CA 1st Dist. Nov. 30, 2011) No. A131241,
22 2011 WL 5979937 (employee ordered to pay \$36,612.50 in fees and
23 costs for unsuccessful suit for unpaid wages);
 - 24 iii. *Csaszi v. Sharp Healthcare* (CA 4th Dist. Feb. 18, 2003) No. D038558,
25 2003 WL 352422 (employee ordered to pay \$20,269 in fees and costs
26 for unsuccessful suit for unpaid wages and overtime).
- 27 b. Such cost awards are substantially higher than Plaintiff's likely share of the
28 Gross Fund Value as a PAGA Member. It is unfair, given the risk of an

adverse fee or cost award of thousands of dollars, for Plaintiff to receive only slightly more than an individual PAGA Member for taking that risk. Even the lowest cost awards above would devastate Plaintiff given his modest earnings.

60. Plaintiff's Share of the Gross Fund Value Will Likely Be Less Than Some PAGA Members' Shares

a. Plaintiff's individual recovery will likely be less than some PAGA Members' shares. Under the Settlement, each PAGA Member receives a share based on the number of PAGA Pay Periods worked compared to the total PAGA Pay Periods worked by all PAGA Members. PAGA Members who worked more PAGA Pay Periods will receive more than those who worked fewer. There will likely be PAGA Members who earned more wages than Plaintiff and will thus receive larger shares - even though they did not actively participate in the lawsuit. While Plaintiff assumed this risk in bringing the action, it seems unfair to limit his service payment to an amount not much greater than a non-participating PAGA Member's share. To encourage employees to represent others and advance the important policies behind representative actions, the Court should award Plaintiff an additional amount for his willingness to receive less than some PAGA Members.

2. The Public Policy Behind Representative Actions Justifies the PAGA Representative Service Payment

a. The public policy behind representative actions seeking an aggregate recovery of small individual amounts has been recognized by the courts. "The policy at the core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. A class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." (*Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 591 (quoting *Mace v. Van Ru Credit Corp.* (1997) 109 F.3d 338, 344).) "A company

1 which wrongfully exacts a dollar from each of millions of customers will reap a
2 handsome profit; the class action is often the only effective way to halt and redress
3 such exploitation." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381.)
4 "A current employee who individually sues his or her employer is at greater risk of
5 retaliation. We have recognized that retaining one's employment while bringing
6 formal legal action against one's employer is not a viable option for many
7 employees." (*Gentry v. Superior Court* (2007) 42 Cal.4th 443.) If would-be PAGA
8 representative plaintiffs are not adequately incentivized to assume the risk of a
9 substantial cost award, they are unlikely to bring such lawsuits.

- 10 b. The average PAGA Member here would be unlikely to pursue individual claims
11 against Defendant because such claims would be too small to justify the cost and
12 risk. An individual PAGA Member would be unlikely to find an attorney willing
13 to pursue the claims because they are too small to justify the extensive legal work
14 required. Only the representative action vehicle, which allows aggregating
15 hundreds of small, risky claims, makes the claims advantageous for an attorney to
16 pursue on contingency. There can be no PAGA action without an aggrieved
17 employee assuming the significant fiduciary responsibilities of a representative.
18 This Court should allow the requested service payment; otherwise, employees (and
19 attorneys) will be discouraged from bringing representative actions.
- 20 c. If would-be PAGA plaintiffs are not adequately incentivized to advance the public
21 policy behind PAGA actions despite the time and risk involved, they are unlikely
22 to bring such lawsuits. Once employers realize this, they will lack incentive to
23 comply with wage and hour laws.

24 **3. The Risk of Impairment to Plaintiff's Job Prospects Justifies the PAGA**
25 **Representative Service Payment**

- 26 a. Plaintiff faced the risk of worsened career prospects for suing a former employer
27 for Labor Code violations and serving as the plaintiff in a PAGA action. Because
28 he filed a public lawsuit, a record now exists that Plaintiff sued his employer - a

fact prospective employers, especially in the same industry, will notice. Common sense dictates an employer will hesitate to hire someone who sued their last employer. California has laws to address this risk: Labor Code § 1102.5 prohibits retaliation against employees who report Labor Code violations and § 98.6 prohibits discrimination against employees who report violations to the Labor Commissioner. The risks to Plaintiff's future employment prospects show the requested service payment is fair, adequate, reasonable, and warrants Court approval.

4. The Low Individual Burden on Each PAGA Member Justifies the PAGA Representative Service Payment

- a. The burden on each PAGA Member to pay Plaintiff's service payment is modest. There are approximately 1,760 PAGA Members. Dividing the \$10,000 service payment evenly among them yields a per-person payment of only \$5.68. For an average PAGA Member, this is a small price to have someone else prosecute their claims, bear the risk of an adverse cost award, while they simply wait to receive their settlement share.

5. PAGA Counsel's Dependence on Plaintiff Justifies the PAGA Representative Service Payment

- a. PAGA Counsel depended heavily on Plaintiff's input. Plaintiff made this case possible by challenging Defendant's allegedly unlawful practices, leading tzo Defendant paying unpaid wages to its employees. Plaintiff provided PAGA Counsel with detailed information about Defendant's business operations, employee hours and scheduling, and the nature of the work performed. (Abundo Decl., ¶.)

6. Plaintiff Agreed to a Broad Release of Claims That Further Justifies the PAGA Representative Service Payment

- a. Plaintiff entered into a broad release of claims that further justifies the requested service payment. (Agreement, 5.1.)

1
2 ***PAGA Counsel Litigation Expenses***

3 7. PAGA Counsel incurred \$16,287.03 in litigation expenses attributable to
4 prosecuting the Action. A true and correct copy of a report showing all expenses reasonably
5 incurred is attached as Exhibit 2.

6 ***Settlement Administrator***

7 8. The Parties propose ILYM Group, Inc. as the Administrator. PAGA Counsel
8 obtained bids from at least two established settlement administrators and selected ILYM Group as
9 the most cost-effective. ILYM Group is an experienced administrator. Based on my experience,
10 ILYM Group's bid of \$9,000 for 1,760 PAGA Members (the count provided by Defendant) is
11 reasonable for a settlement this size.

12 ***LWDA Notice***

13 9. A copy of the PAGA Settlement Agreement was submitted to the LWDA on May
14 20, 2024. A true and correct copy of the LWDA's email confirming submission is attached as
15 Exhibit 3.

16 Executed on May 29, 2024 in Irvine, California

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18 By: 
19 James Hawkins
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Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Gerardo Abundo (“Plaintiff”) and Defendant American Residential Services, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit seeking civil penalties under PAGA for wage and hour violations against Defendant captioned *Gerardo Abundo v. American Residential Services, LLC*, Orange County Superior Court Case No. 30-2021-01202607-CU-OE-CXC, filed on May 24, 2021.

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Fund Value to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Court” means the Superior Court of California, County of Orange.

1.5. “Defendant” means named Defendant American Residential Services, LLC.

1.6. “Defense Counsel” means Amanda C. Sommerfeld, Aileen Kim, and Samantha E. Dyar of Jones Day.

1.7. “Effective Date” means the later of: (i) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (ii) if such an appeal or motion to vacate is timely initiated, five (5) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

1.8. “Gross Fund Value” means \$975,000 (Nine Hundred Seventy-Five Thousand Dollars) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Fund Value will be used to pay Individual PAGA Payments, the LWDA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.9. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Fund Value calculated according to the number of PAGA Pay Periods the PAGA Member worked during the PAGA Period.

- 1.10. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.11. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.12. “LWDA Payment” means the 75% of the PAGA Fund Value paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.13. “Operative Complaint” refers to the First Amended Complaint filed in the Action on July 12, 2021.
- 1.14. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.15. “PAGA Counsel” means James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray of James Hawkins APLC, the attorneys representing Plaintiff in the Action.
- 1.16. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.17. “PAGA Fund Value” means the Gross Fund Value, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.18. “PAGA Member” means all current and former non-exempt employees who worked at American Residential Services, LLC in California during the PAGA Period.
- 1.19. “PAGA Member Address Search” means the Administrator’s investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.
- 1.20. “PAGA Member Data” means PAGA Member identifying information in Defendant’s possession including the PAGA Member’s full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.21. “PAGA Notice” means Plaintiff’s respective letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from March 19, 2020 to the date of the Approval Order.

1.24. "PAGA Representative Service Payment" is the amount to be paid to Plaintiff for his service as PAGA Representative.

1.25. "Plaintiff" means Gerardo Abundo, the named Plaintiff in the Action.

1.26. "Approval Order" means the proposed Court Order Granting Approval of the PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28. "Released Parties" means: Defendant, its respective former and present parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which Defendant conducts business, and each of its respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on March 19, 2021.

2.2. On May 24, 2021, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against Defendant under PAGA. On July 12, 2021, Plaintiff filed a First Amended Complaint ("FAC") seeking civil penalties under PAGA for Defendant's alleged failure to: (1) pay all wages owed, including minimum wages and overtime; (2) provide lawful meal periods; (3) authorize and permit lawful rest periods; (4) timely pay wages due and payable during employment; (5) timely pay wages owed at separation; (6) comply with itemized employee wage statement provisions; (7) pay sick leave at the proper rate; and (8) reimburse business expenses. The FAC is the operative complaint in the Action (the "Operative Complaint").

2.3. Defendant filed an answer to the FAC on September 3, 2021. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.4. On June 27, 2022, the Parties participated in an all-day mediation presided over by Hon. William J. Cahill (Ret.). However, the mediation was not successful.

2.5 On July 7, 2022, Defendant filed a Motion to Compel Arbitration and Dismiss Plaintiff's Representative PAGA claims. Plaintiff filed his Opposition on August 25, 2022, and filed a demand for arbitration of his non-representative PAGA claims. Defendant filed its reply on

August 31, 2022. The Court declined to dismiss the representative PAGA claims and stayed the matter pending arbitration of Plaintiff's non-representative claims on September 8, 2022.

2.6. On February 14, 2024, the Parties participated in a second all-day mediation presided over by Hon. Steven J. Stone (Ret.), which led to this Agreement to settle the Action.

2.7. Prior to mediation, Plaintiff obtained, through informal discovery, PAGA Member information for the PAGA period, a sampling of time and wage records for the PAGA Members, Plaintiff's personnel file, and information regarding Defendant's policies and practices during the PAGA Period, to aid in preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

3. MONETARY TERMS

3.1. Gross Fund Value. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$975,000 and no more as the Gross Fund Value. Defendant has no obligation to pay the Gross Fund Value prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Fund Value without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Fund Value will revert to Defendant.

3.2. Payments from the Gross Fund Value. The Administrator will make and deduct the following payments from the Gross Fund Value, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Fund Value (estimated \$341,250) and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Fund Value. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: A PAGA Representative Service Payment to Plaintiff of up to \$10,000 in exchange for his service in the Action and the release of his individual claims stated in Paragraphs 5.1 and 5.1.1, subject to the approval of the Court. Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount.

The Administrator will issue an IRS Form 1099 to Plaintiff for the PAGA Representative Service Payment. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the PAGA Fund Value.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$9,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,000, the Administrator will allocate the remainder to the PAGA Fund Value.

3.2.4. To the LWDA and PAGA Members: PAGA Fund Value in the estimated amount of \$594,750 to be paid from the Gross Fund Value, with 75% (estimated \$446,062.50) allocated to the LWDA Payment and 25% (estimated \$148,687.50) allocated to the Individual PAGA Payments. The Administrator will pay the Individual PAGA Payments using one or more IRS 1099 Forms.

3.3. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of the PAGA Fund Value (i.e., PAGA Fund Value less the LWDA Payment) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Member Pay Periods. Based on a review of its records, Defendant estimates that the PAGA Members worked a total of 103,861 PAGA Pay Periods from March 19, 2020 through February 14, 2024.

4.2. PAGA Member Data. Within 30 days of the Effective Date, Defendant will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Member' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3. Funding of Gross Fund Value. Defendant shall fully fund the Gross Fund Value by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4. Payments from the Gross Fund Value. Within 21 days after Defendant funds the Gross Fund Value, the Administrator will calculate the Individual PAGA Payments and mail checks for all

Individual PAGA Payments, the PAGA Representative Service Payment, the LWDA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

4.4.3. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Fund Value, Plaintiffs, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In exchange for a PAGA Representative Service Payment, Plaintiff and his former and present spouse, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice and all PAGA claims that were, or reasonably could have been alleged based on facts ascertained during the Action and released under paragraphs 5.1.1 and 5.2 below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period.

Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by PAGA Members. All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities, and causes of action for PAGA penalties for the PAGA Period, whether known or unknown, arising from and/or relating in any way to the claims pled in the Action (including in the Operative Complaint and the PAGA Notice or that could have been asserted based on the facts alleged in the Action, including, but not limited to, claims for civil penalties for: failure to timely pay all wages at termination or during employment (e.g., Cal. Lab. Code §§ 200, 201, 202, 203, 204, 558); failure to pay all wages (i.e., minimum, overtime, doubletime, on-call, and reporting time wages), including with respect to the timeliness and rate at which these wages were paid (e.g., Cal. Lab. Code §§ 200, 201.3, 204, 210, 215, 216, 221, 223, 510, 558, 558.1, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199); meal and rest period violations, including with respect to the rate at which premiums are paid (e.g., Cal. Lab. Code §§ 200, 226.7, 512, 516, 558, 1198); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (e.g., Cal. Lab. Code §§ 227.3, 558); failure to provide sick leave or pay sick pay, including with respect to the rate at which it was paid (e.g., Cal. Lab. Code §§ 226, 233, 246, 248, 248.5, 248.6, 248.7, 558); failure to reimburse all necessary business expenses (e.g., Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (e.g., Cal. Lab. Code §§ 226, 226.3, 226.4, 226.6, 558); failure to maintain records (e.g., Cal. Lab. Code § 226, 226.2, 1174, 1174.5, 1198); and violation of the applicable IWC California Wage Orders based on the foregoing claims.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) application or motion for approval of this Settlement; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the

Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Member Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator.

6.2 Timing. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Approval Order to the Administrator. PAGA Counsel is responsible for providing Defense Counsel a draft of the application or motion for approval of this Settlement and draft proposed Order Granting Approval of PAGA Settlement no later than one week before filing of the papers.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. PAGA MEMBER SIZE ESTIMATES and ESCALATOR CLAUSE. Defendant represents that the PAGA Members worked approximately 103,861 Pay Periods between March 19, 2020, through February 14, 2024. . If the PAGA Pay Periods exceed 110% of 103,861 (i.e., more than 114,247 PAGA Pay Periods), Defendant shall have the option to pay the pro-rata increase or have the PAGA Period expire as of that point in time and not incur any additional amounts.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Fund Value.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any mediation of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in

connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Member Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: James R. Hawkins, James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618.

To Defendant: Amanda C. Sommerfeld, Jones Day, 555 South Flower Street, Fiftieth Floor Los Angeles, CA 90071.

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[SIGNATURES ON NEXT PAGE]

Dated: _____

PLAINTIFF GERARDO ABUNDO

Gerardo Abundo

Dated: 4/22/2024

AMERICAN RESIDENTIAL
SERVICES, LLC

Caroline
Signature

By:

Caroline Giovannetti
Name

Its:

VP & Deputy GC
Title

APPROVED AS TO FORM

Dated: April 22, 2024

JONES DAY

Amanda C. Sommerfeld
Amanda C. Sommerfeld
Attorneys for Defendant American Residential
Services, LLC

Dated: _____

JAMES HAWKINS APLC

James R. Hawkins
Attorneys for Plaintiff Gerardo Abundo

Dated: 04/18/24

PLAINTIFF GERARDO ABUNDO


Gerardo Abundo (Apr 18, 2024 15:55 PDT)

Gerardo Abundo

Dated: _____

AMERICAN RESIDENTIAL
SERVICES, LLC

Signature

By: _____
Name

Its: _____
Title

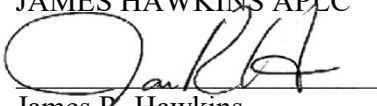
APPROVED AS TO FORM

Dated: _____

JONES DAY

Amanda C. Sommerfeld
Attorneys for Defendant American Residential
Services, LLC

Dated: 04.18.24

JAMES HAWKINS APLC


James R. Hawkins
Attorneys for Plaintiff Gerardo Abundo

Exhibit 2

Matter Billing Detail

Report Date: 2/21/2024
Report Time: 12:17PM
Page: 1 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/21/2024
Client: EXPRES170 - Gerardo- Herrera Abundo
Matter: AMERRES003 - American Residential -PAGA- Gerardo Herrera Abundo v. ARS

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
05/26/2021	ONE	One Legal Services- Complaint, Summons, Civil Case Cover sheet- In#03311950	\$1,492.00		Unbilled				
08/04/2021	ONE	One Legal Services- Notice of Acknowledgment- In#03452321	\$14.67		Unbilled				
09/24/2021	ONE	One Legal Services-Joint Statement- In# 03558441	\$14.67		Unbilled				
10/05/2021	CCL	Court Call - CCL Conf. , CMC , CML	\$94.00		Unbilled				
10/06/2021	ONE	One Legal Services- Notice of Hearing- in#03582717	\$14.67		Unbilled				
03/01/2022	ONE	One Legal Services- Case Management Statement - In# 03890939	\$12.35		Unbilled				
03/11/2022	CRT	Court Documents - 03.11.22 needed to pull signed stip off docket	\$7.78		Unbilled				
08/25/2022	ONE	One Legal Services - Declaration in support of opposition- In#04322180	\$15.19		Unbilled				
02/10/2023	ONE	One Legal Services - Joint Statement- In#04747197	\$15.65		Unbilled				
08/17/2023	ONE	One Legal Services - Joint Statement - In#05239348	\$15.65		Unbilled				
		Total:	\$1,696.63	\$0.00					
		Balance:	\$1,696.63						

Matter Billing Detail

Report Date: 2/21/2024
Report Time: 12:17PM
Page: 2 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed:-----			\$0.00						
Total Fees Unbilled :-----			\$0.00						
Total Fees Received :-----			\$0.00						
Total Soft Cost Billed :-----			\$0.00						
Total Soft Cost Unbilled :-----			\$0.00						
Total Soft Cost Received :-----			\$0.00						
Total Hard Cost Billed :-----			\$0.00						
Total Hard Cost Unbilled :-----			\$1,696.63						
Total Hard Cost Received :-----			\$0.00						
Total Taxes Billed :-----			\$0.00						
Total Taxes Unbilled :-----			\$0.00						
Total Taxes Received :-----			\$0.00						
Total Late Charges Billed :-----			\$0.00						
Total Late Charges Unbilled:-----			\$0.00						
Total Late Charges Received :-----			\$0.00						
Trust Balance:-----			\$0.00						

Matter Billing Detail

Report Date: 2/21/2024
Report Time: 12:12PM
Page: 1 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/21/2024
Client: EXPRES170 - Gerardo- Herrera Abundo
Matter: ARS001 - American Residential Services- Gerardo Herrera Abundo v. ARS

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
03/19/2021	POS	Postage - LWDA Letter	\$6.99		Unbilled				
03/22/2021	ONE	One Legal Services- Complaint, Summons, Civil Case Cover Sheet- In#03179885	\$1,492.00		Unbilled				
03/23/2021	ONE	One Legal Services- Peremptory Challenge- In#03181797	\$14.67		Unbilled				
04/08/2021	FIL	Filing Fee - 03.19.2021 LWDA Filing	\$75.00		Unbilled				
05/18/2021	FST	First Legal Network - Process , complaint and initial docs (2) IN#30159758	\$568.14		Unbilled				
06/09/2021	CRT	Court Documents - 03.24.2021 Minute Order	\$7.50		Unbilled				
07/15/2021	ONE	One Legal Services- Amended Complaint - In#03410155	\$14.67		Unbilled				
08/05/2021	ONE	One Legal Services- Request for Dismissal- In# 03455520	\$14.67		Unbilled				
08/10/2021	ONE	One Legal Services- Notice of Relief- In#03464191	\$14.67		Unbilled				
03/18/2022	CPT	Class Action Administrators CK#9861	\$1,482.09		Unbilled				
06/17/2022	MED	Belaire Notices (1/2 fee-JRH Portion)			Unbilled				
06/17/2022	MED	Mediation Services- IN#6153178 CK#10049	\$5,975.00		Unbilled				
04/05/2023	TRN	Transcript - CK#10737 IN#99976	(\$75.00)		Unbilled				
01/16/2024	MED	Mediation Services IN#6963180 CK#11454	\$5,000.00		Unbilled				
Total:			\$14,590.40	\$0.00					
Balance:			\$14,590.40						

Matter Billing Detail

Report Date: 2/21/2024
Report Time: 12:12PM
Page: 2 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed:-----			\$0.00						
Total Fees Unbilled :-----			\$0.00						
Total Fees Received :-----			\$0.00						
Total Soft Cost Billed :-----			\$0.00						
Total Soft Cost Unbilled :-----			\$0.00						
Total Soft Cost Received :-----			\$0.00						
Total Hard Cost Billed :-----			\$0.00						
Total Hard Cost Unbilled :-----			\$14,590.40						
Total Hard Cost Received :-----			\$0.00						
Total Taxes Billed :-----			\$0.00						
Total Taxes Unbilled :-----			\$0.00						
Total Taxes Received :-----			\$0.00						
Total Late Charges Billed :-----			\$0.00						
Total Late Charges Unbilled:-----			\$0.00						
Total Late Charges Received :-----			\$0.00						
Trust Balance:-----			\$0.00						

Exhibit 3

From: [DIR PAGA Unit](#)
To: [Mitchell J Murray](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, May 20, 2024 5:31:26 PM

05/20/2024 05:31:08 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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