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DE BLOUW LLP**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

JENNA FRAIJO, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

ATLAS COPCO COMPRESSORS LLC., a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **21NWCV00536**

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION TO APPROVE PAGA
SETTLEMENT**

Hearing Date: February 8, 2023

Hearing Time: 1:30 p.m.

Reservation # 256856332745

Judge: Hon. Olivia Rosales

Dept.: C

Action Filed: August 20, 2021

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, attorneys for Plaintiff Jenna Fraijo ("Plaintiff"). As such, I am fully familiar
4 with the facts, pleadings and history of this matter. I am submitting this declaration in
5 support of the Plaintiff's Motion to Approve PAGA Settlement in this matter. The following
6 facts are within my own personal knowledge, and if called as a witness, I could and would
7 testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendant Atlas Copco Compressors LLC ("Defendant") is attached as
10 Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith. The
11 Agreement is based upon the Los Angeles Superior Court model form. A redline showing
12 the substantive differences between the Agreement and the model form is attached hereto as
13 Exhibit #8.

14 3. PAGA Counsel mailed the necessary correspondence to the California Labor
15 and Workforce Development Agency ("LWDA") on June 3, 2021, on behalf of Plaintiff
16 Jenna Fraijo, requesting authorization from the LWDA to seek civil penalties as provided by
17 the Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations
18 alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify of its intent
19 to investigate expired on August 7, 2021. On August 20, 2021, Plaintiff Fraijo filed a
20 Representative Action Complaint in this Court against Defendant Atlas Copco Compressors
21 LLC alleging a single cause of action for recovery of civil penalties for Violation of the
22 PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and Defendant agreed to mediate with
23 Stephen J. Serratore. Prior to the mediation, the Parties conducted significant investigation
24 and discovery of the facts and law. Defendant produced hundreds of documents relating to
25 its policies, practices, and procedures regarding paying non-exempt employees for all hours
26 worked, overtime, meal and rest period policies, payroll and operations policies, and more.
27 Plaintiff was provided with sufficient records and data to determine the number of Aggrieved
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1 Employees and the number of pay periods in the PAGA Period. The Parties agree that the
2 above-described investigation and evaluation, as well as the information exchanged during
3 the settlement negotiations, are more than sufficient to assess the merits of the Parties’
4 positions and to compromise the issues on a fair and equitable basis. Plaintiff’s theory of
5 PAGA liability as argued at mediation alleged that Defendant routinely failed to provide
6 compliant meal and rest breaks to the Aggrieved Employees. For example, Plaintiff alleged
7 that the Aggrieved Employees would work during their rest breaks and also clock out and
8 continue to work during meal periods. Plaintiff alleged that this resulted in not only meal and
9 rest break violations but also in unpaid minimum and overtime wages. Moreover, Plaintiff
10 alleged that not a single meal or rest period premium payment was paid to Plaintiff or any of
11 the other alleged Aggrieved Employees during the PAGA Period. Additionally, Plaintiff
12 alleged that Defendant provided inaccurate wage statements which did not identify the
13 correct number of total hours worked. Plaintiff also alleged that Defendant required the
14 Aggrieved Employees to use their personal cell phones for work-related issues (e.g.
15 communicating directly with customers) without being reimbursed for such costs. Indeed,
16 Plaintiff Fraijo was written up by her supervisors after certain customers complained they
17 were unable to reach her via phone. On August 4, 2022, the Parties engaged in an all-day
18 mediation session before Mediator Serratore, a respected and experienced mediator
19 knowledgeable of both the wage and hour laws and representative claims at issue in this
20 action. Through arms-length negotiations with the assistance of the mediator, the Parties
21 reached an agreement to settle the PAGA claims in this action which led to the signing of a
22 Memorandum of Understanding memorializing the settlement.¹ The settlement was

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24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement
26 (“Individual Settlement”)(Settlement Agreement at ¶ 2.2). The individual claims were not at issue in
27 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
28 *v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip
an aggrieved employee of standing, as the state’s authorized representative, to pursue PAGA
remedies” nor resolve the PAGA claims.).

1 negotiated in light of all known facts and circumstances and the uncertainty associated with
2 litigation – including the risk of Plaintiff not being able to maintain representative claims, the
3 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s
4 potential defenses, and the significant delay and potential appellate issues inherent to
5 litigation – and was reached after extensive arm’s length negotiations, with the assistance of
6 Mediator Serratore.

7 4. The claim before this court is the representative claim under PAGA on behalf
8 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed
9 to settle this PAGA claim in its entirety after investigation and an arm’s length mediation
10 session. The PAGA settlement is subject to Court approval consistent with Labor Code
11 §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides for a
12 “Gross PAGA Settlement Amount” payment in the amount of \$200,000 to resolve the
13 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this
14 PAGA Settlement of \$200,000, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
15 Payment”) in the amount of \$66,666 (which is one-third of the PAGA Settlement),
16 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
17 amount not to exceed \$14,000, and Settlement Administration Costs (“Administration
18 Expenses Payment”) not to exceed \$7,000. (Agreement at ¶¶ 3.2.1-3.2.2).² After these
19 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less
20 than \$112,334. Of the PAGA Payment amount, seventy-five percent (75%) (no less than
21 \$84,250.50) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
22 than \$28,083.50) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3).
23 “Aggrieved Employees” means all individuals who were employed by Defendant Atlas Copco
24 Compressors LLC in California and classified as non-exempt employees during the PAGA Period.

25 _____
26 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
27 Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA
28 Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration Expenses are less or
the Court approves payment less than \$7,000, the Administrator will retain the remainder in the
PAGA Payment (*Id.* at ¶ 3.2.2).

1 The PAGA Period is the period from June 3, 2020 to September 30, 2022. (Settlement Agreement at
2 ¶¶ 1.4, 1.24). The Individual PAGA Payment for each Aggrieved Employee shall be based
3 on the number of pay periods each Aggrieved Employee worked during the PAGA Period as
4 an Aggrieved Employee, as a percentage of the total pay periods worked by all Aggrieved
5 Employees during the PAGA Period. The PAGA Period is the time period from June 3,
6 2020 to September 30, 2022. (Agreement at ¶ 1.24). For mediation, Defendant represented
7 that there are approximately 112 Aggrieved Employees who collectively worked
8 approximately 5,000 pay periods during the PAGA Period. (Agreement at ¶ 4.1). The
9 Defendant then provided a declaration as required by the Agreement which provides that the
10 final figures are 112 Aggrieved Employees who worked 5,257 pay periods. Upon entry of
11 final judgment, the Released Parties shall be entitled to a release from the State of California
12 and the Aggrieved Employees only for any “Released PAGA Claims”, which means all
13 PAGA claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on
14 the California Labor Code violations that are asserted in the LWDA Notice and operative
15 complaint (or PAGA Claims that could have been asserted based on the facts alleged in the
16 operative LWDA Notice and operative complaint) which are for civil penalties pursuant to
17 Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 201, 202, 203, 204
18 *et seq.*, 210, 221, 226, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558, 558(a)(1)(2), 1194,
19 1197, 1197.1, 1198, 1198.5, 2802 and applicable Industrial Welfare Commission Wage
20 Orders including California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-
21 (B) (the “Released PAGA Claims”)(Agreement at ¶ 5.2). The Released PAGA Claims does
22 not include underlying Labor Code claims, claims for wrongful termination, discrimination,
23 unemployment insurance, disability, and workers’ compensation, and claims outside of the
24 PAGA Period. (*Id.*) The Released PAGA Claims do not include any claims that cannot be
25 released as a matter of law. (*Id.*) The Agreement expressly confirms that **“In no event shall
26 the release of the Released PAGA Claims in this Settlement Agreement release any
27 individual claims of any individuals.”** (*Id.*)

1 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
2 (\$66,666.00) and PAGA Counsel Litigation Expenses in an amount not to exceed \$14,000.00
3 will also be paid to PAGA Counsel as part of the settlement in accordance with California
4 Labor Code § 2699(g)(1), as set forth in the Agreement.³ Lastly, payment to the
5 Administrator in an amount not to exceed \$7,000 to perform the administrative duties to
6 distribute the settlement money shall also be paid.

7 6. As experienced counsel, we believe that the PAGA Settlement is fair and
8 reasonable and therefore should be approved in light of Defendant's potential defenses to the
9 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
10 Settlement Amount of \$200,000 is significantly more than other PAGA settlements and
11 constitutes approximately \$40 per pay period. This PAGA Settlement amount compares
12 favorably to the estimated amount of PAGA penalties. With the assistance of an expert,
13 Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was
14 potentially \$500,000 based on 5,000 pay periods applicable to the Aggrieved Employees
15 during the PAGA Period.⁴ Importantly, however, these calculations were performed at the
16 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded
17 would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to
18 award a lesser amount than the maximum civil penalty if based on the facts and
19 circumstances to do otherwise would result in an award that is "unjust, arbitrary and
20 oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
21 the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
22 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly

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24 ³ As set forth below, PAGA Counsel incurred costs in the current amount of \$12,889.42, which is
less than the cost allocation in the Settlement Agreement.

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of \$500,000 is the civil penalty amount without stacking. If stacking is permitted, then
27 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one
penalty per pay period was assessed.

1 less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
2 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of
3 civil penalties would be only \$25,000, which is far less than this settlement provides.

4 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
5 violation for each period the employee worked in relation to meal or rest period violations,
6 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide
7 accurate itemized wage statements, failure to pay wages when due and failure to reimburse
8 employees for required expenses. Defendant maintains that Plaintiff and the Aggrieved
9 Employees were properly compensated, and that it did not violate the Labor Code.
10 Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in the
11 complaint which are resolved by the Agreement. Defendant asserted additional defenses to
12 the PAGA claim, not only as to liability but also as to the amount of the penalties.
13 Defendant could argue that no penalties prior to the PAGA notification should be awarded
14 because the violations were not intentional, and at least one Court has so ruled. These
15 defenses present a risk to the PAGA claims and the potential that some or all of the PAGA
16 penalties sought may not be awarded. Given Defendant's potential defenses to the violations
17 at issue, the risks and costs of continued litigation, Plaintiff and her attorneys believe that the
18 PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is
19 desirable that the action is settled in the manner and upon the terms and conditions set forth
20 in the Agreement in order to avoid further expense, inconvenience and distraction of further
21 legal proceedings, as well as the uncertainty of litigation. Defendant has determined that it is
22 desirable and beneficial to put to rest the claims in this action and Defendant agrees that the
23 PAGA Settlement is fair, reasonable, and adequate. PAGA Counsel have significant
24 experience litigating wage and hour claims including claims for PAGA penalties, and the
25 PAGA Settlement here is similar to or greater than similar settlements that courts have
26 approved. The PAGA Settlement, along with the other terms of the proposed settlement,
27 were negotiated by experienced counsel at arm's length with the assistance of a private
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1 mediator, Kelly Knight. As set forth in the accompanying proof of service, the LWDA has
2 been provided notice of this motion and the PAGA settlement. The decision of the LWDA
3 to accept the PAGA Settlement and not oppose the motion should be given considerable
4 weight. This is not a situation where the Court needs to be concerned about the rights of
5 absent employees as in a class settlement, as this PAGA-only settlement does not release the
6 individual claims of absent employees, and the LWDA is a sophisticated government entity
7 that is more than able to look out for its own rights.

8 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
9 the amount of \$66,666 representing one-third of the \$200,000 Gross PAGA Settlement
10 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
11 Agreement is supported by several factors. First, the requested fees are justified by the result
12 achieved. PAGA Counsel negotiated a recovery of \$200,000, and this result justifies the
13 requested fees equal to one third of this recovery. This percentage is within the standard
14 contingent recovery percentage of one-third, and this percentage is what was expressly
15 approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
16 (2016). Second, the fee award is justified by the work performed and contributions to the
17 case. As detailed below, the fee award represents PAGA Counsel's current lodestar of
18 \$91,207, which means the requested award is significantly less than the lodestar incurred by
19 PAGA Counsel. Third, the consideration of the enhancement factors justify the
20 enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk
21 of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the
22 issues involved. As detailed in the accompanying billing statements, true and correct copies
23 of which are attached hereto as Exhibits #2 and 3, the current lodestar for my firm in this
24 matter as of January 11, 2023 is \$136,437 for more than 241 hours of work prosecuting the
25 claims being resolved by this Settlement.⁵ This time does not include time incurred after the

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27 ⁵ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #2 consists of the billing statement from Tussman which covers billing from inception to
June 2022, and Exhibit #3 from Clio covers billing from June 2022 to the present.

1 billing was finalized and the time spent managing the completion of the settlement, which I
2 estimate will add \$10,000 to \$20,000 in additional lodestar.

3 9. The award of litigation expenses is based upon the actual expenses incurred by
4 Plaintiff and PAGA Counsel, which currently total \$12,889.42. Under the Agreement,
5 PAGA Counsel will be recovering litigation expenses in the total amount of
6 \$12,889.42 which is less than the \$14,000 allocation for costs in the Settlement Agreement,
7 so the difference of \$1,110.58 will be added to the PAGA Payment amount. The litigation
8 expenses incurred by my firm in the amount of \$12,889.42 were all reasonably necessary to
9 the litigation, and are detailed in Exhibits #2 and 3 attached hereto.

10
11 Experience and Qualifications

12 10. I have represented hundreds of thousands of employees in hundreds of legal
13 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
14 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the
15 prosecution of wage and hour class action and PAGA action matters. The attorneys at
16 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in
17 hundreds of contested motions for class certification including many consolidated wage and
18 hour matters.

19 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
20 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*
21 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug
22 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs
23 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the
24 substantive rights of the State of California under the California Private Attorney General
25 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on
26 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.
27 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted
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1 appellate work on the subject of class actions in the California Court of Appeals resulting in
2 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
3 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
4 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
5 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In
6 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
7 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
8 Labor & Employment Attorney 2016.

9 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
10 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
11 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
12 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
13 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
14 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
15 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
16 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
17 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
18 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
19 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
20 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
21 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
22 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
23 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
24 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
25 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
26 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
27 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the

1 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
2 Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000
3 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-
4 2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
5 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
6 00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
7 Superior Court for the County of Los Angeles, Case No. 20STCV47464); and (ix) Oakhurst
8 in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of
9 Los Angeles, Case No. 21STCV21110). Based upon our significant experience litigating
10 claims for PAGA penalties, the opinion of experience counsel is that this is an excellent
11 settlement and the PAGA Payment here is greater on a per pay period basis than similar
12 settlements that my firm has previously negotiated and which courts have approved.

13 (c) Then Chief Judge Irma Gonzales in a consolidated class action
14 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
15 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
16 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
17 Examples of other contested actions where class certification was granted Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
19 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
20 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
21 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
22 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
23 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
24 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
25 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
26 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
27 examples of heavily contested State Court wage and hour class actions where class
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1 certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
2 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December
3 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No.
4 CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County
5 Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*
6 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v.*
7 *Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-
8 CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No.
9 CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No.
10 SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case
11 No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County
12 Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa*
13 *Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange
14 County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

15 (d) Over the course of the litigation, a number of attorneys in my firm have
16 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as
18 Exhibit #4. Some of the major cases our firm has undertaken are also set forth in Exhibit #4.
19 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De
20 Blouw LLP have had extensive representative and class litigation experience, much of it in
21 the area of consumer class actions, employment class actions, securities litigation, unfair
22 business practices and other complex litigation. The attorneys at my firm have extensive
23 experience in cases involving labor code violations and overtime claims. Class Counsel has
24 litigated similar wage and hour cases against other employers on behalf of employees,
25 including cases against See's Candies, Securitas, Okta, El Pollo Loco, Automobile
26 Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda
27 Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
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1 Exploration, Time Warner, and California State Automobile Association. It is this level of
2 experience which enabled the firm to undertake the instant matter and to successfully combat
3 the resources of the defendants and their capable and experienced counsel. On account of
4 the concerted and dedicated effort this case required in order to properly handle and
5 prosecute, Class Counsel were precluded from taking other cases, and in fact, had to turn
6 away other potential fee generating cases.

7 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
8 are as follows: Partner Attorneys from \$695 to \$795, Associate Attorneys from \$325 to
9 \$550, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
10 prevailing rates of attorneys in the local legal community for similar work and, if this were a
11 commercial matter, these are the charges that would be made and presented to the client.
12 These hourly rates have been approved by Court's throughout California, including the
13 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
14 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
15 line with those prevailing in the [relevant] community'—the Central District of California".
16 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
17 comparing such rates with the rates of comparable counsel practicing complex and class
18 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
19 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
20 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
21 average associate billing rate" are reasonable rates when compared within 21 other firms
22 practicing in the Southern District of California.) This survey is useful to show that Class
23 Counsel's rates are in line with the comparable rates of the defense counsel that opposes
24 these types of class claims, such as Mayer Brown noted above who is defense counsel in
25 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
26 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
27 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
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1 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
2 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
3 the rates charged by my firm for comparable work are less than these examples, and are
4 therefore undoubtedly reasonable.

5 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit
6 #5. In addition, the LWDA is being served with this motion which includes the Settlement
7 Agreement, as verified in the proof of service attached hereto as Exhibit #7.

8 14. Settlement Administration – ILYM Group was selected as the Settlement
9 Administrator based upon their estimate. A true and correct copy of the estimate from ILYM
10 Group is attached hereto as Exhibit #6, and the estimate provides for Administration
11 Expenses in the capped amount of \$5,690 for up to 125 aggrieved employees. I have used
12 ILYM successfully as the administrator in more than twenty prior settlements in the last
13 several years and know them to be competent and experienced.

14 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the
15 Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or
16 the LWDA.

17 16. Redline Comparison to Model Form – A redline comparison of the Agreement
18 to the model form showing the substantive differences is attached hereto as Exhibit #8.

19 17. Notice to Aggrieved Employees – The Parties have agreed on a form of Notice
20 to the Aggrieved Employees which will accompany their checks for their Individual PAGA
21 Payments. A copy of this Notice is attached hereto as Exhibit #9.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed this 11th day of January, 2023, at San Diego,
24 California.

25 /s/ Kyle Nordrehaug
26 Kyle Nordrehaug
27
28

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jenna Fraijo (“Plaintiff”), individually and in her representative capacity on behalf of the Aggrieved Employees, as defined below, and as a private attorney general on behalf of the State of California, and Defendant Atlas Copco Compressors LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Jenna Fraijo v. Atlas Copco Compressors LLC* (Case No. 21NWCV00536) initiated on August 20, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, 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 PAGA Settlement Amount 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. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as non-exempt employees during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Arbitration Action” means the arbitration action entitled *Jenna Fraijo v. Atlas*

Copco Compressors LLC, currently pending before the American Arbitration Association, Case No. 01-21-0016-8037

- 1.9. “Court” means the Superior Court of California, County of Los Angeles.
- 1.10. “Defendant” means named Defendant Atlas Copco Compressors LLC.
- 1.11. “Defense Counsel” means Alecia Whitaker Winfield, Shiva Shirazi Davoudian and Krystal Saleh of the law firm of Littler Mendelson P.C.
- 1.12. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment becomes Final, which shall mean the latest of the following as applicable: (i) if there is not appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are 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; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.13. “Gross PAGA Settlement Amount” means the total sum of \$200,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

- 1.19. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.20. “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.
- 1.21. “PAGA Notice” means Plaintiff’s June 3, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees (no less than \$28,083.50) and the 75% to LWDA (no less than \$84,250.50) in settlement of PAGA claims.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from June 3, 2020 to September 30, 2022, or the date of approval of the settlement, whichever comes first.
- 1.25. “Plaintiff” means Jenna Fraijo, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.27. “Released Parties” means Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On August 20, 2021, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”) 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.
- 2.2. On September 30, 2021, Jenna Fraijo submitted a Demand for Arbitration in the Arbitration Action against Atlas Copco Compressor LLC alleging Constructive Discharge and other Adverse Employment Actions in Violation of Public Policy. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff’s Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff’s Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On August 4, 2022, the Parties participated in an all-day mediation presided over by Stephen J. Serratore which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant’s policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Expect as provided in paragraph 8 below, Defendant promises to pay \$200,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, 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 one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$66,666 and PAGA Counsel Litigation Expenses Payment of not more than \$14,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 Payment. 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 the Administrator: An Administrator Expenses Payment not to exceed \$7,000 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 \$7,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of no less than \$112,334 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$84,250.50) allocated to the LWDA PAGA Payment and 25% (no less than \$28,083.50) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 112 Aggrieved Employees who worked a total of 5,000 PAGA Pay Periods from June 3, 2020 to August 4, 2022.

4.2. Aggrieved Employee Data. Within fifteen (15) days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved

Employee Data.

- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fifteen (15) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of 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 Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 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 Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee 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 Aggrieved Employee.
 - 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 Aggrieved Employees (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 PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, 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 ("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, claims that cannot be released as a matter of law, 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 Plaintiff 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 Aggrieved Employees:

All Aggrieved Employees 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 "Released PAGA Claims". "Released PAGA Claims" means all PAGA claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in the PAGA Notice and Operative Complaint (or PAGA Claims that could have been asserted based on the facts alleged in the operative LWDA Notice and Operative Complaint) which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,

1198.5, 2802 and applicable Industrial Welfare Commission Wage Orders including California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). The release shall run through the PAGA Period. The Released PAGA Claims does not include underlying Labor Code claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers' compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

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 Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this 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) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) 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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely

affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) 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 Preliminary Approval to the Administrator.
- 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 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 112 Aggrieved Employees who worked 5,000 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will provide a declaration stating the number of Aggrieved Employees and PAGA Pay Periods worked during the PAGA Period upon execution of this Settlement Agreement. If the actual number of PAGA Pay Periods from June 3, 2020 to August 4, 2022 exceeds 5,000 by more than 5%, Defendant shall have the option of either (a) closing the PAGA Period on the date the PAGA Pay Periods reach the 5% threshold, or (b) increase the Gross PAGA Settlement Amount by the percentage difference above the 5%.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 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 Payment.

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. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. 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 Plaintiff 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 modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Stephen J. Serratore, 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 Plaintiff, 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. Other than information necessary to secure Court approval of this settlement, Plaintiff and PAGA Counsel agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, Plaintiff and PAGA Counsel shall provide no other statement than “the matter has been resolved” or “the matter has settled.” Plaintiff and PAGA Counsel may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 10.12 Use and Return of Aggrieved Employee 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 Aggrieved Employee 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 Aggrieved Employee 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: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Aparajit Bhowmik
 aj@bamlawca.com
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendant: Alecia Whitaker Winfield
 awinfield@littler.com
 Shiva Shirazi Davoudian
 sdavoudian@littler.com
 Krystal Saleh
 ksaleh@littler.com
 LITTLER MENDELSON P.C.
 2049 Century Park East, 5th Floor
 Los Angeles, California 90067
 Phone: (310) 553-0308
 Facsimile: (310) 553-5583

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 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. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Oct 20, 2022


Jenna Fraijo (Oct 20, 2022 09:51 PDT)

Plaintiff Jenna Fraijo

Dated: _____

[name]

For Defendant Atlas Copco Compressors LLC

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 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. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Jenna Fraijo

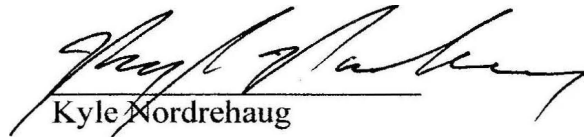
Dated: 10/31/2022

DocuSigned by:
Robert Eshelman
A119B4AAD75843F...

Robert Eshelman [name]

For Defendant Atlas Copco Compressors LLC

Dated: 10/20/22



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

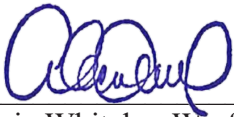
Dated: _____

Alecia Whitaker Winfield
Littler Mendelson P.C.
Attorney for Defendant

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 11/3/2022



Alecia Whitaker Winfield
Littler Mendelson P.C.
Attorney for Defendant

EXHIBIT #2

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JANUARY 11, 2023

JENNA FRAIJO

RE: ATLAS COPCO
FILE NUMBER: CA2398.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/01/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION AGAINST DEFENDANT IN STATE AND FEDERAL COURT. ANALYZE PREVIOUS SETTLEMENT AND ANY OVERLAP WITH DEFENDANT IN CURRENT CASE. DEFENDANT RESEARCH ON CA. SEC. OF STATE WEBSITE.	3.30	695	2,293.50
04/10/21	ND	CONFERENCE WITH CLIENT TO DISCUSS FACTS FOR COMPLAINT. REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE PAY STUBS FOR 226 AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME.	4.80	695	3,336.00
04/15/21	ND	REVIEW AND ANALYZE DISABILITY DISCRIMINATION CLAIMS. CONFERENCE WITH CLIENT TO DISCUSS FACTS. LEGAL RESEARCH REGARDING FAILURE TO ACCOMMODATE AND DFEH CLAIMS.	3.80	695	2,641.00
04/22/21	ND	DRAFT COMPLAINT ANALYZE CLAIMS AND LAW.	4.50	695	3,127.50
04/28/21	ND	DRAFT ORIGINAL COMPLAINT.	3.90	695	2,710.50
05/04/21	ND	REVIEW AND REVISE COMPLAINT.	1.50	695	1,042.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SEND TO CLIENT FOR APPROVAL TO FILE.			
05/06/21	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT INTERNAL CASE NOTES MEMO. ANALYZE POTENTIAL CLASS SIZE.	2.00	695	1,390.00
05/15/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. DISCUSS FACTS SURROUNDING THE SIGNING OF ARBITRATION AGREEMENT WITH CLIENT. RESEARCH DECISIONS REGARDING PROCEDURAL AND SUBSTANTIVE UNCONSCIONALBITY.	3.40	695	1,668.00
06/01/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	325	910.00
06/02/21	SB	REVISE COMPLAINT FOR FILING	2.80	325	910.00
06/03/21	ND	REVIEW CASE FILE AND COMPLAINT. CALL WITH CLIENT TO DISCUSS STATUS. DRAFT PAGA NOTICE AND UPLOAD TO LWDA WEBSITE.	1.90	695	1,320.50
08/18/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	475	237.50
08/18/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/PAY STUBS	2.00	475	950.00
08/19/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; FINALIZE DRAFT	2.25	475	1,068.75
08/19/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.50	475	1,662.50
08/19/21	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION RE CLASS ACTION	0.60	475	285.00
08/19/21	ND	REVIEW AND REVISE PAGA COMPLAINT. ANALYZE PAGA NOTICE. DISCUSS WITH R. EHMANN.	1.00	695	695.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/20/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.60	475	285.00
08/20/21	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION RE PAGA ONLY ACTION; RESEARCH RE LOCATION OF INCIDENT RE ADDENDUM	0.70	475	332.50
08/20/21	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.50	475	237.50
08/20/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT, STATUS OF INITIAL CMC RE CLASS ACTION	0.50	475	237.50
08/23/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT & STATUS OF INITIAL CASE MANAGEMENT CONFERENCE RE PAGA ONLY ACTION	0.50	475	237.50
08/23/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	475	190.00
08/23/21	JH	REVIEW COMPLAINT AND CASE NOTES; DISCUSS INITIAL DISCOVER WITH KH AND VR	0.50	550	275.00
08/24/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE CLASS ACTION; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.70	475	332.50
08/24/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY REPRESENTATIVE ACTION; SEND OUT FOR SERVICE VIA KNOX	0.60	475	285.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/24/21 15	VR	REVIEW COMPLAINT AND CASE NOTES; REVIEW DOCUMENTS; REVIEW COURT'S ORDERS AND DOCKET; ADVISE KH AND JH	4.00	495	1,980.00
08/30/21	KH	SET UP INITIAL SERVICE LIST; SERVE NOTICE OF CASE MANAGEMENT CONFERENCE BY MAIL ON DEFENDANT'S AGENT FOR SERVICE OF PROCESS.	0.40	250	100.00
09/03/21	JH	REVIEW/ANALYZE INITIAL STATUS CONFERENCE ORDER	0.40	550	220.00
09/08/21	KH	SERVE COURT'S INITIAL ORDER RE COMPLEX ASSIGNMENT ON DEFENDANT; SUBMIT PROOF OF SERVICE FOR FILING PER COURT ORDER.	0.30	250	75.00
09/09/21	RE	REVIEW FILE; EMAIL TO KNOX RE STATUS OF SERVICE AND POS FOR FILING RE CLASS ACTION	0.20	475	95.00
09/09/21	RE	[PAGA] FILE PROOF OF SERVICE OF SUMMONS; UPDATE SERVICE CHART; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	475	237.50
09/10/21	RE	[CLASS] FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	475	237.50
09/10/21	JH	REVIEW COMPLAINT AND CASE NOTES	0.50	550	275.00
09/15/21 10	KH	DRAFT INITIAL DISCOVERY IN CLASS ACTION: FORM INTERROGATORIES-EMPLOYMENT LAW; SPECIAL INTERROGATORIES (WITH DRAFT BELAIRE WEST NOTICE); REQUESTS FOR PRODUCTION; REQUESTS FOR ADMISSIONS; PMK DEPOSITION NOTICE AND PROOF OF SERVICE.	1.90	250	475.00
09/15/21	JH	REVIEW/ANALYZE CORRESPONDENCE FROM DEFENSE	0.70	550	385.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COUNSEL; ASSESS ARB AGREEMENT; DISCUSS WITH VR AND KN			
09/16/21 15	VR	REVIEW ARBITRATION AGREEMENT; ADVISE KN	1.50	495	742.50
09/20/21 15	VR	REVIEW STATUS OF DISMISSAL; REVIEW COMPLAINT; REVIEW ARBITRATION AGREEMENT	1.50	495	742.50
09/23/21	JH	REVIEW/ANALYZE DEFENDANT'S ANSWER	0.40	550	220.00
09/28/21	KH	DRAFT REQUEST TO DISMISS CLASS AND INDIVIDUAL CLAIMS WITHOUT PREJUDICE AND SUPPORTING DECLARATION.	0.50	250	125.00
09/30/21	JH	REVIEW FILE AND DOCKET; DISCUSS WITH VR	0.40	550	220.00
09/30/21	KH	FINALIZE REQUEST TO DISMISS CLASS AND INDIVIDUAL CLAIMS WITHOUT PREJUDICE; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON OPPOSING COUNSEL.	0.40	250	100.00
10/04/21 15	VR	REVIEW STATUS OF CASE AND CMC; REVIEW CORRESPONDENCE BETWEEN THE PARTIES; REVIEW STATUS OF DISCOVERY	1.00	495	495.00
10/05/21	KH	REVIEW REQUEST FOR DISMISSAL OF INDIVIDUAL AND CLASS CLAIMS WITHOUT PREJUDICE; DECLARATION OF VICTORIA RIVAPALACIO; UPDATE SERVICE LIST; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.60	250	150.00
10/05/21 15	VR	REVIEW STATUS OF DISMISSAL FILING; FOLLOW UP; REVIEW CORRESPONDENCE FROM DEF	0.50	495	247.50
10/06/21 15	VR	REVIEW COMPLAINT AND CASE NOTES; REVIEW STATUS OF DISCOVERY; REVIEW COURT'S	1.50	495	742.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ORDERS AND DOCKET; ADVISE KH			
10/12/21 10	KH	DRAFT INITIAL DISCOVERY REQUESTS IN PAGA MATTER: FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES (INCLUDING DRAFT BELAIRE-WEST NOTICE); REQUEST FOR ADMISSIONS; REQUEST FOR PRODUCTION; NOTICE OF TAKING DEPOSITION OF DEFENDANT PMK.	2.20	250	550.00
10/13/21	JH	REVIEW/ANALYZE DRAFT DISCOVERY REQUESTS TO DEFENDANT	0.80	550	440.00
10/20/21	JH	REVIEW/ANALYZE COMPLAINT AND DOCS FROM PLAINTIFF; CREATE EXHIBIT BOOK AND UPDATE CASE NOTES ACCORDINGLY	1.00	550	550.00
10/20/21 15	VR	REVIEW COURT'S DOCKET AND ORDERS; REVIEW STATUS OF CASE; ADVISE JH	1.40	495	693.00
10/21/21 15	VR	REVIEW STATUS OF DISCOVERY; REVIEW COURT'S ORDERS AND DOCKET; ADVISE HD	1.50	495	742.50
10/21/21 10	VR	DRAFT WRITTEN DISCOVERY REQUESTS; FINALIZE AND SERVE	1.50	495	742.50
10/27/21	JH	REVIEW FILE AND STATUS OF DISCOVERY; REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL RE MEET AND CONFER	0.50	550	275.00
11/02/21	JH	PREPARE FOR AND ATTEND CALL WITH DEFENSE COUNSEL; DISCUSS WITH AJB	0.70	550	385.00
11/16/21 10	VR	DRAFT NOTICE OF DEPOSITION OF PMK; REVIEW DISCOVERY AND STATUS OF DISCOVERY; REVIEW COMPLAINT AND CASE NOTES; ADVISE JH; CORRESPONDENCE TO DEF	2.50	495	1,237.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/03/21	JH	REVIEW CORRESPONDENCE FROM DEFENDANT; ASSESS FILE AND SCOPE OF DEFENDANT'S REQUEST; RESPOND TO DEFENDANT	0.40	550	220.00
12/06/21	JH	DISCUSS MATTER WITH VR AND AJB	0.40	550	220.00
12/06/21 10	VR	DRAFT CMC STATEMENT; REVIEW COMPLAINT AND CASE NOTES; REVIEW DISCOVERY AND DISCOVERY STATUS; REVIEW CORRESPONDENCE BETWEEN PARTIES; EXECUTE AND FINALIZE	2.50	495	1,237.50
12/08/21	JH	REVIEW/ANALYZE DEFENDANT'S CMC STMT; DISCUSS STATUS WITH VR; DISCUSS POTENTIAL MEDIATION WITH AJB	0.40	550	220.00
12/14/21	JH	CALL WITH DEFENSE COUNSEL; DISCUSS WITH TEAM	0.40	550	220.00
01/04/22 15	VR	REVIEW STATUS OF MEDIATION; REVIEW CORRESPONDENCE BETWEEN THE PARTIES; REVIEW DISCOVERY AND PMK NOTICE; ADVISE JH	1.20	495	594.00
01/07/22	JH	FURTHER CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION AND DISCOVERY; ADVISE TEAM	0.30	550	165.00
02/07/22	JH	REVIEW/ANALYZE DEFENDANT'S CMC STMT; CIRCULATE	0.30	550	165.00
02/08/22	JH	REVIEW, ANALYZE AND REVISE STIPULATIONS TO STAY PENDING MEDIATION	0.50	550	275.00
02/10/22	JH	REVIEW FURTHER REVISIONS TO STIPS; FINALIZE; EXECUTE AND RETURN	0.40	550	220.00
06/14/22	AR	MULTIPLE CORRESPONDENCE WITH ND REGARDING MEDIATION DATA REQUEST.	0.30	475	142.50
06/14/22	AR	REVIEW AND OUTLINE FILE FOR	0.60	475	285.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		STATUS IN ADVANCE OF DRAFTING MEDIATION DATA REQUEST.			
06/14/22	AR	COMPILE DOCUMENTS AND CREATE EXHIBIT BOOK.	1.00	475	475.00
06/14/22	AR	DRAFT MEDIATION DATA REQUEST; SUBMIT TO ND FOR REVIEW.	1.00	475	475.00
06/14/22	ND	REVIEW AND ANALYZE EXHIBIT BOOK IN PREPARATION FOR MEDIATION. ANALYZE DATA REQUEST. DISCUSS WITH CLIENT AND A. RONAN.	1.90	695	1,320.50

TOTAL BILLED HOURS

ANDREW RONAN	2.90 hr @ 475.00	\$ 1,377.50
JEFF HERMAN	9.00 hr @ 550.00	\$ 4,950.00
KARLA HORNE	6.30 hr @ 250.00	\$ 1,575.00
NICK DEBLOUW	32.00 hr @ 695.00	\$ 21,545.00
RICO EHMANN	14.55 hr @ 475.00	\$ 6,911.25
SCOTT BLUMENTHAL	5.60 hr @ 325.00	\$ 1,820.00
VICTORIA RIVAPALACIO	20.60 hr @ 495.00	\$ 10,197.00

TOTAL PROFESSIONAL SERVICES

90.95

\$ 48,375.75

COSTS ADVANCED

06/03/21	PAGA FILING FEE	75.00
08/21/21	ONELEGAL/FILING FEE	1,639.48
08/23/21	ONELEGAL/FILING FEE	464.51
09/09/21	FILING VIA ONELEGAL	69.49
09/10/21	ONELEGAL/FILING FEE	16.68
09/11/21	ONELEGAL/FILING FEE	38.86
09/14/21	ONELEGAL/FILING FEE	108.35
09/30/21	MESSENGER - KNOX	109.75
09/30/21	MESSENGER - KNOX	119.75

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/05/21	FILING VIA ONELEGAL	37.27
12/06/21	FILING VIA ONELEGAL	16.68
01/10/22	MEDIATION FEES - SERRATORE LAW.	<u>10,000.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 12,695.82</u>
TOTAL CURRENT CHARGES		<u>\$ 61,071.57</u>

EXHIBIT #3

Activities Export

01/11/2023
1:58 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/15/2022		Revise and finalize mediation data request; transmit to opposing counsel.  Unbilled	CA2398 Atlas Copco Compressors LLC	Andrew Ronan	0.60h	\$475.00	-	\$285.00
06/22/2022		Assess status of matter in light of Viking River Cruises; discuss with SP and ND  Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.50h	\$550.00	-	\$275.00
06/23/2022		Correspondence with Opposing Counsel: Review correspondence from Defense Counsel; discuss with KN and reply accordingly  Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.50h	\$550.00	-	\$275.00
06/23/2022		analysis of arbitration issues and agreement; review law; advise JH  Unbilled	CA2398 Atlas Copco Compressors LLC	Kyle Nordrehaug	0.75h	\$750.00	-	\$562.50
06/24/2022		Review and analyze individual claims. Communication with client.  Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	3.60h	\$550.00	-	\$1,980.00
06/28/2022		Correspondence with Opposing Counsel: Discuss with ND; f/u correspondence with defense counsel re mediation  Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
07/05/2022		Review and analyze wage and hour policies. Review court docket and case file. Review and analyze arbitration agreement and enforceability. Legal research	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	5.60h	\$695.00	-	\$3,892.00
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h

Activities Export

01/11/2023
1:58 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		regarding Viking River Cruises and effect on mediation. prepare for mediation. ● Unbilled						
07/07/2022	🕒	Review and Analyze: Review/analyze defendant's mediation doc/data production; update case notes and exhibit book ● Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	1.50h	\$550.00	-	\$825.00
07/08/2022	🕒	Conference with client to discuss facts for mediation brief. Review and analyze pay stubs for 226(a) violations. Legal research regarding the same. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	3.90h	\$695.00	-	\$2,710.50
07/15/2022	🕒	Review and analyze time punch data and meal break claims. Legal research regarding late payment violations under Cal. Lab. Code Section 204. review pay stubs for regular rate overtime claims. Call with client to discuss further. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	3.90h	\$695.00	-	\$2,710.50
07/18/2022	🕒	Review and analyze DFEH right to sue letter and allegations regarding wrongful termination. Analyze back and front pay claims for valuation at mediation. Review status of arbitration and analyze individual overtime and wage and hour violations for individual value for Plaintiff. Begin drafting mediation	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	5.00h	\$695.00	-	\$3,475.00
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h

Activities Export

01/11/2023
1:58 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		brief. ● Unbilled						
07/19/2022	🕒	Speak with client in advance of mediation, analyze claims, advise AJB ● Unbilled	CA2398 Atlas Copco Compressors LLC	Scott Blumenthal	2.60h	\$325.00	-	\$845.00
07/21/2022	🕒	Discuss matter with ND: correspondence with defense counsel re scope of mediation ● Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.50h	\$550.00	-	\$275.00
07/21/2022	🕒	Draft mediation brief. Review and analyze claims and law. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	4.70h	\$695.00	-	\$3,266.50
07/25/2022	🕒	Review previous PAGA only settlements with similar claims and pay periods for mediation valuation. Prepare for mediation. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	2.50h	\$695.00	-	\$1,737.50
07/26/2022	🕒	Review, revise, and finalize mediation brief. Call with client to discuss settlement authority and process of mediation. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	2.60h	\$695.00	-	\$1,807.00
07/28/2022	🕒	Review docs in file; review and revise mediation brief ● Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
07/28/2022	🕒	Review and analyze file, including complaint, case notes and	CA2398 Atlas Copco Compressors	Sergio Puche	4.30h	\$550.00	-	\$2,365.00
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h

Activities Export

01/11/2023
1:58 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		documentation. Legal research on Constructive Discharge. Communication with Client. Draft and revise Mediation Brief and send to NJD. Compile exhibits. ● Unbilled	LLC					
07/29/2022	🕒	Add individual claims to case notes, calculate individual damages, advise AJB ● Unbilled	CA2398 Atlas Copco Compressors LLC	Scott Blumenthal	2.80h	\$325.00	-	\$910.00
07/29/2022	🕒	Draft, review and file CMC statement. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	1.90h	\$550.00	-	\$1,045.00
07/31/2022	🕒	Correspondence with defense counsel re mediation ● Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
08/01/2022	🕒	Review and Analyze: Review documents produced by Plaintiff for mediation; assess for necessary redactions; review/analyze Defendant's mediation document production ● Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	2.50h	\$550.00	-	\$1,375.00
08/01/2022	🕒	Reviewed and analyze documentation provided by Client in response to discovery request. Communication with Client. Communication with NJD and JSH re: Discovery Responses. Reviewed all prior documentation. Compiled and redacted	CA2398 Atlas Copco Compressors LLC	Sergio Puche	3.90h	\$550.00	-	\$2,145.00
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h 4/11

Activities Export

01/11/2023
1:58 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		documents. Drafted, finalized and served responses to Request for Production and Information. ● Unbilled						
08/01/2022	🕒	Reviewed file in anticipation of appearance. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	0.30h	\$550.00	-	\$165.00
08/01/2022	🕒	Review docs, analyze re settlement issues. Advise AJ. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Norm Blumenthal	2.25h	\$795.00	-	\$1,788.75
08/01/2022	🕒	Prepare for mediation, review and analyze mediation brief, advise AJB ● Unbilled	CA2398 Atlas Copco Compressors LLC	Scott Blumenthal	2.60h	\$325.00	-	\$845.00
08/01/2022	🕒	Reviewed and organized documents received from Client. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	1.90h	\$550.00	-	\$1,045.00
08/02/2022	🕒	Review/analyze mediation data produced by Defendant; discuss with ND ● Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
08/02/2022	🕒	Draft MOU for mediation. Prepare opening statement for mediator. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	1.80h	\$695.00	-	\$1,251.00
08/03/2022	🕒	Review file, analyze settlement issues. Advise ND. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Norm Blumenthal	1.25h	\$795.00	-	\$993.75
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h

Activities Export

01/11/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/04/2022	 Unbilled	Prepare for and attend mediation	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	5.00h	\$550.00	-	\$2,750.00
08/04/2022	 Unbilled	Prepare for and appear at mediation. Communication with Client. Discuss next steps with NJD and JSH.	CA2398 Atlas Copco Compressors LLC	Sergio Puche	7.20h	\$550.00	-	\$3,960.00
08/04/2022	 Unbilled	Attend mediation	CA2398 Atlas Copco Compressors LLC	Scott Blumenthal	8.00h	\$325.00	-	\$2,600.00
08/04/2022	 Unbilled	Attend Mediation	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	8.00h	\$695.00	-	\$5,560.00
08/05/2022	 Unbilled	Review and analyze Def revisions to MOU	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
08/08/2022	 Unbilled	Review case file in preparation for next week's appearance.	CA2398 Atlas Copco Compressors LLC	Sergio Puche	0.20h	\$550.00	-	\$110.00
08/11/2022	 Unbilled	Review revisions to MOU	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
08/11/2022	 Unbilled	Review the case docket to verify Case Management hearing is still on calendar for 08/15/2022. Reserve Remote Appearance via LA Court Connect . Obtain confirmation and forward to	CA2398 Atlas Copco Compressors LLC	Heather Drosi	0.30h	\$250.00	-	\$75.00
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		appearing attorney. ● Unbilled						
08/12/2022	🕒	Review Defendant's draft Jt. CMC stmt ● Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
08/15/2022	🕒	Reviewed case file and prepared for hearing. Appeared for hearing. Updated file. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	1.30h	\$550.00	-	\$715.00
08/15/2022	🕒	Review and revise MOU. Discuss with partners. Analyze release language. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	1.10h	\$695.00	-	\$764.50
08/18/2022	🕒	Communication with client, discussed MOU and secured signature. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	0.50h	\$550.00	-	\$275.00
08/18/2022	🕒	Review emails from defense counsel. Respond. Send MOU to client for signature. Conference with client to discuss MOU terms and process of settlement payout. Follow up call for signature. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Nicholas De Blouw	0.90h	\$695.00	-	\$625.50
08/19/2022	🕒	Review MOU, analyze re Long Form, Advise RE. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Norm Blumenthal	2.00h	\$795.00	-	\$1,590.00
09/06/2022	🕒	Review & analyze MOU	CA2398	Ricardo	1.00h	\$475.00	-	\$475.00
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h
					7/11			

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Atlas Copco Compressors LLC	Ehmann				
09/07/2022	🕒	Draft long form settlement agreement ● Unbilled	CA2398 Atlas Copco Compressors LLC	Ricardo Ehmann	4.00h	\$475.00	-	\$1,900.00
09/08/2022	🕒	Draft long form PAGA settlement agreement; format per L.A. model PAGA settlement agreement form ● Unbilled	CA2398 Atlas Copco Compressors LLC	Ricardo Ehmann	4.50h	\$475.00	-	\$2,137.50
09/08/2022	🕒	Draft Individual Settlement Agreement ● Unbilled	CA2398 Atlas Copco Compressors LLC	Ricardo Ehmann	2.50h	\$475.00	-	\$1,187.50
09/09/2022	🕒	Revise individual settlement agreement; edit & finalize ● Unbilled	CA2398 Atlas Copco Compressors LLC	Ricardo Ehmann	1.00h	\$475.00	-	\$475.00
09/09/2022	🕒	Review & edit PAGA Settlement Agreement Draft; redline; finalize drafts; send PAGA and individual agreement drafts to NB & KN for review ● Unbilled	CA2398 Atlas Copco Compressors LLC	Ricardo Ehmann	1.50h	\$475.00	-	\$712.50
09/09/2022	🕒	Review long form individual settlement agreement. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	2.20h	\$550.00	-	\$1,210.00
09/09/2022	🕒	Review long form PAGA settlement agreement. ● Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	2.50h	\$550.00	-	\$1,375.00
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/13/2022		Revise PAGA and Individual Settlement Agreements; forward to NB & KN in clean and redline format for further review  Unbilled	CA2398 Atlas Copco Compressors LLC	Ricardo Ehmann	1.25h	\$475.00	-	\$593.75
09/23/2022		review and revised draft agreement; update to conform to both MOU and LA county model form email Def; memo to staff  Unbilled	CA2398 Atlas Copco Compressors LLC	Kyle Nordrehaug	3.50h	\$750.00	-	\$2,625.00
09/26/2022		Review draft PAGA longform settlement argeement  Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.60h	\$550.00	-	\$330.00
10/03/2022		Reviewed case file in anticipation for upcoming deadline.  Unbilled	CA2398 Atlas Copco Compressors LLC	Sergio Puche	0.20h	\$550.00	-	\$110.00
10/10/2022		Review file; discuss with KN re status of settlement approval; draft CMC stmt  Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.70h	\$550.00	-	\$385.00
10/11/2022		Review defendant's CMC stmt  Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
10/13/2022		work on outstanding issues for motion; emails with Nick  Unbilled	CA2398 Atlas Copco Compressors LLC	Kyle Nordrehaug	1.00h	\$750.00	-	\$750.00
10/13/2022		Review Def's draft of long form individual agreement	CA2398 Atlas Copco Compressors	Ricardo Ehmann	0.50h	\$475.00	-	\$237.50
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		KN & NB for review ● Unbilled						
10/25/2022	🕒	Prepare and appear for CMC; advise team ● Unbilled	CA2398 Atlas Copco Compressors LLC	Jeffrey Herman	0.60h	\$550.00	-	\$330.00
10/25/2022	🕒	Draft Proposed Order re Motion to Approve PAGA Settlement ● Unbilled	CA2398 Atlas Copco Compressors LLC	Ricardo Ehmann	1.00h	\$475.00	-	\$475.00
10/27/2022	🕒	Review status; email Def ● Unbilled	CA2398 Atlas Copco Compressors LLC	Kyle Nordrehaug	0.30h	\$750.00	-	\$225.00
10/31/2022	🕒	Review and revise draft motion; review status of settlement; emails with NBB; memo to RE re: motion; email Defendant draft motion ● Unbilled	CA2398 Atlas Copco Compressors LLC	Kyle Nordrehaug	2.00h	\$750.00	-	\$1,500.00
01/11/2023	🕒	Review and revise motion and proposed order per Defendant comments; research issues; review billing for accuracy ● Unbilled	CA2398 Atlas Copco Compressors LLC	Kyle Nordrehaug	2.00h	\$750.00	-	\$1,500.00
01/11/2023	🕒	Draft declaration ISO motion; prepare exhibits; prepare redline for exhibit ● Unbilled	CA2398 Atlas Copco Compressors LLC	Kyle Nordrehaug	2.50h	\$750.00	-	\$1,875.00
					151.45h		\$0.00 0.00h	\$88,061.25 151.45h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/05/2022	\$ ● Unbilled	Lexisnexis	CA2398 Atlas Copco Compressors LLC	Taylor Gonzalez	1.00	\$72.00	-	\$72.00
07/29/2022	\$ ● Unbilled	One Legal Invoice No. 04253438	CA2398 Atlas Copco Compressors LLC	Heather Drosi	1.00	\$17.19	-	\$17.19
10/10/2022	\$ ● Unbilled	One Legal Invoice No. 04436813	CA2398 Atlas Copco Compressors LLC	Heather Drosi	1.00	\$17.19	-	\$17.19
12/16/2022	\$ ● Unbilled	FedEx	CA2398 Atlas Copco Compressors LLC	Chrystal Johnson	1.00	\$27.22	-	\$27.22
01/11/2023	\$ ● Unbilled	filing fee - motion	CA2398 Atlas Copco Compressors LLC	Kyle Nordrehaug	1.00	\$60.00	-	\$60.00
							\$0.00 0.00h	\$193.60 0.00h

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No. 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

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WRITERS EXT:

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June 3, 2021

CA2398

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Atlas Copco Compressors LLC
Certified Mail #70200640000213198476
C T Corporation System
818 West Seventh Street
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Atlas Copco Compressors LLC in California and classified as non-exempt employees during the time period of June 3, 2020 until a date as determined by the Court. Our offices represent Plaintiff Jenna Fraijo and other Aggrieved Employees in a lawsuit against Atlas Copco Compressors LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from July of 2019 to June 1, 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock, including but not limited to pre employment mandatory medical tests. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant

failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a), *et seq.* Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

5 Aparajit Bhowmik (SBN #248066)

6 Nicholas J. De Blouw (SBN #280922)

7 2255 Calle Clara

8 La Jolla, CA 92037

9 Telephone: (858) 551-1223

10 Facsimile: (858) 551-1232

11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 JENNA FRAIJO, on behalf of the State of
15 California, as a private attorney general,

16 Plaintiff,

17 v.

18 ATLAS COPCO COMPRESSORS LLC., a
19 Limited Liability Company; and DOES 1
20 through 50, inclusive,

21 Defendants.

Case No. 21NWCV00536

**DECLARATION OF SEAN
HARTRANFT ON BEHALF OF ILYM
GROUP, INC.**

Hearing Date: February 8, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Margaret Miller Bernal
Dept.: F

Action Filed: August 20, 2021

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1. I am a resident of the United States of America and am over the age of 21. I am the Senior Vice President of Sales for ILYM Group, Inc., (hereinafter referred to as “ILYM Group”), a professional class action services provider. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

3. 3. The attorneys or parties have no ownership interest, or relationship with ILYM, other than as a customer/service provider relationship.

5. As part of the preparation for notice and disbursement, ILYM Group will process aggrieved employees' names and addresses against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), to update and confirm the mailing addresses of the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does not locate an updated address in the NCOA database will use the original address provided by Defendant for mailing the notice.

6. ILYM Group's Disbursement Process will include but is not limited to; (a) applying for case EIN; (b) establishing a Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks including but limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating and distributing settlement award checks to the Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's estimated quote for this matter.

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

Executed on January 11th, 2023 in Tustin, California.


Sean Hartranft

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- TCPA
- Antitrust
- Securities

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

John Lofton, et al. v. Collecto, Inc.

- TCPA Case with a class size of 207,036.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID’s. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM GROUP Security Summary – White Paper

ILYM Group, in conjunction with our security and Information technology vendors, is committed to the continued security of all data handled on behalf of our client base. We at ILYM ensure that this data security is enforced in a number of ways including, but not limited to, clean desk policies, security training, and implementation of industry best practices that allow our data to be compliant with relevant industry standard security compliance levels. These enforced practices and policies allow us to ensure, to the best of our ability, that all ILYM and client data is protected as best as possible from unauthorized access, is kept secure and private, and is accessible only by authorized parties if/when needed or appropriate purposes. We at ILYM, our security vendors, and our Information Technology vendors all also undergo continued training to ensure that all best practices in compliance are kept as up to date as possible for continued data security.

ILYM also ensures client access data is only used when needed and that client data is only accessed/available to be accessed by those that need to and are trained to do so. Also, access to class member data is limited per role to what information is needed to perform said role so that class member info, and subsets of class member info, is not available unless it is explicitly needed, employee, vendors, and contractors alike. ILYM also ensures client data security by thoroughly vetting employees, vendors, and contractors before employment by way of checking references, industry experience, and, for those eligible for employment, doing background checks. Any employee, vendor, or contractor that does not meet proper requirements will not be eligible to work with ILYM Group.

ILYM follows the below best practices to ensure that all ILYM/Client data is properly secured:

- All data transmitted to/from clients encrypted with SSL or comparable encryption scheme
- All email communications protected via email encryption using SSL or comparable encryption scheme
- Data Loss Prevention, intrusion prevention, and user risk management facilities used to safeguard data leakage and/or unauthorized access to cloud or local data.
- Access to client/class member data, and subsets of client data, in cloud and locally is controlled by Role based access
- Strong passwords are in use for cloud, local, and VPN access
- 2fa is in use for all users for Cloud access and for cloud/local/VPN access for needed employees
- All devices used to store Client/Class member data are encrypted and/or have physical security in place to prevent data from being removed
- Office employs physical security to safeguard assets/data
- Identity and access management in place
- Discipline policy in place for violating of security/clean desk policies
- Terminated employees, vendors, or contractors access immediately severed on departure
- Antivirus, persistent threat monitoring, IPS/IDS, layer 7 firewalling, GeoBlocking, etc.. in use to protect all devices local and external
- All software and hardware (drivers, etc...) updated on proper schedule as per vendors requirements. OOB patches handled with automation
- Business continuity and Disaster recovery plans written

EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Atlas Copco

Wednesday, October 12, 2022

Requesting Attorneys Name:

Kyle Nordrehaug

E-Mail:

kyle@bamlawca.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroupclassaction.com

Contact Number:

949.690.2564

PAGA Settlement

ASSUMPTIONS	
Total Estimated Number of Aggrieved Employees	125
NCOA	Yes
Remail of Undeliverables	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
NCOA	Flat Rate	\$22.50	1	\$22.50
Toll-Free Telephone Support	Flat Rate	\$45.00	1	\$45.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$727.50

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - (including 1099)	Per Check	\$2.50	125	\$312.50
USPS First Class Postage	Per Piece	\$0.60	125	\$75.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$3.00	25	\$75.00
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$3,762.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,200.00

WILL NOT EXCEED: \$5,690.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT #7

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JENNA FRAIJO, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

ATLAS COPCO COMPRESSORS LLC., a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 21NWCV00536

PROOF OF SERVICE

Hearing Date: February 8, 2023

Hearing Time: 1:30 p.m.

Reservation # 256856332745

Judge: Hon. Olivia Rosales

Dept.: C

Action Filed: August 20, 2021

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On January 11, 2023, I served the document(s) described as:

1. **NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; and, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION**
2. **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT**
3. **[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT**

XX (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Alecia Whitaker Winfield, Esq.

awinfield@littler.com

Shiva Shirazi Davoudian, Esq.

sdavoudian@littler.com

Krystal Saleh, Esq.

ksaleh@littler.com

Laura Alspuro, Legal Secretary

laispuro@littler.com

Jonna Newcomb-Carter, Assistant to Alecia Winfield

JNewcombCarter@littler.com

Leticia Montenegro, Assistant to Shiva Davoudian

LMontenegro@littler.com

LITTLER MENDELSON P.C.

2049 Century Park East 5th Floor

Los Angeles, California 90067.3107

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

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

Executed on January 11, 2023, at San Diego, California.

/s/ Kyle Nordrehaug

Kyle Nordrehaug

EXHIBIT #8

~~[MODEL]~~ PAGA SETTLEMENT AGREEMENT¹

This PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff~~

~~_____ (“Plaintiff”)~~

Jenna Fraijo (“Plaintiff”), individually and defendant XYZ _____
~~(“XYZ”)~~ in her representative capacity on behalf of the Aggrieved Employees, as defined below, and as a private attorney general on behalf of the State of California, and Defendant Atlas Copco Compressors LLC (“Defendant”). The Agreement refers to Plaintiff and ~~XYZ~~ Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against ~~XYZ~~ Defendant captioned ~~_____~~ Jenna Fraijo v. Atlas Copco Compressors LLC (Case No. 21NWCV00536) initiated on August 20, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ~~_____~~ ILYM Group, 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 PAGA Settlement Amount 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. “Aggrieved ~~Employee~~ Employees” means ~~[e.g., a person]~~ all individuals who were employed by ~~XYZ~~ Defendant in California and classified as ~~a~~ who worked for XYZ non-exempt employees during the PAGA Period~~].~~.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in ~~XYZ’s~~ Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.8. "Arbitration Action" means the arbitration action entitled Jenna Fraijo v. Atlas Copco Compressors LLC, currently pending before the American Arbitration Association, Case No. 01-21-0016-8037

~~1.7.~~1.9. "Court" means the Superior Court of California, County of Los Angeles.

1.10. "Defendant" means named Defendant Atlas Copco Compressors LLC.

~~1.8.~~1.11. "Defense Counsel" means Alecia Whitaker Winfield, Shiva Shirazi Davoudian and Krystal Saleh of the law firm of Littler Mendelson P.C.

~~1.1. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.~~

1.12. "Effective Date" means the date on which the Court's order approving the settlement and its entry of Judgment becomes Final, which shall mean the latest of the following as applicable: (i) if there is not appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court's judgment, the date the order and judgment approving the settlement are 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; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.

~~1.2.~~ "Gross PAGA Settlement Amount" means \$_____ which is the total sum of \$200,000.00 which is the maximum amount XYZ Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 paragraph 8 below. The

~~1.9.~~1.13. Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the ~~Administrator's~~Administrator Expenses ~~Payment.~~

~~1.10.~~1.14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA ~~Penalties~~Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

~~1.11.~~1.15. "Judgment" means the judgment entered by the Court based upon the ~~Final~~ Approval Order.

~~1.12.~~1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.13.~~1.17. "LWDA PAGA Payment" means the 75% of the PAGA ~~Penalties~~Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.3. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.~~

~~1.14.~~1.19. "PAGA Counsel" means ~~_____~~Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.

~~1.15.~~1.20. "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.

~~1.4. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for XYZ for at least one day during the PAGA Period.~~

~~1.5. _____ "PAGA Period" means the period from _____ to _____.~~ⁱⁱ

~~1.16. 1.1. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).~~

~~1.17.~~1.21. "PAGA Notice" means Plaintiff's ~~_____~~June 3, 2021 letter to ~~XYZ~~Defendant and the LWDA ~~[and Plaintiff's _____ letter to XYZ and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.6. "PAGA Penalties" means~~ "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees

~~1.18.~~ 1.22. ~~(\$~~ _____ (no less than \$28,083.50) and the 75% to LWDA ~~(\$~~ _____ (no less than \$84,250.50) in settlement of PAGA claims.

1.23. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.24. "PAGA Period" means the period from June 3, 2020 to September 30, 2022, or the date of approval of the settlement, whichever comes first.

~~1.19.~~ 1.25. "Plaintiff" means _____ Jenna Fraijo, the named plaintiff in the Action.

~~1.20. 1.1. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.~~

~~1.21.~~ 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.

~~1.22.~~ 1.27. "Released Parties" means: ~~XYZ and each of Defendant;~~ its ~~former and~~ present ~~directors, former, or future owners,~~ officers, ~~members, directors,~~ shareholders, ~~owners,~~ ~~[members], attorneys~~ partners, employees, insurers, ~~successors,~~ predecessors, ~~successors~~ contractors, assigns ~~[subsidiaries] [affiliates],~~ and managing agents; and any and all agents, legal representatives, and/or attorneys.

~~1.23.~~ 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

~~XYZ" means named Defendant _____.~~

2. RECITALS.

2.1. On _____ August 20, 2021, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant alleging ~~causes a single cause~~ of action ~~against XYZ~~ for _____
~~[The recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, et seq.]. The Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint.")]~~ [On _____
~~Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for~~
~~The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative Complaint.")]. XYZ.)~~ Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in ~~in~~ the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. On September 30, 2021, Jenna Fraijo submitted a Demand for Arbitration in the Arbitration Action against Atlas Copco Compressor LLC alleging Constructive Discharge and other Adverse Employment Actions in Violation of Public Policy. In

addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.

~~2.2.~~2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to ~~XYZ~~Defendant and the LWDA by sending the PAGA Notice.

~~1.7.~~ On _____ (type in additional dates) _____,

~~2.3.~~2.4. On August 4, 2022, the Parties participated in an all-day mediation presided over by Stephen J. Serratore which led to this Agreement to settle the Action.

☐ _____ (describe alternative means of negotiation) _____.

~~1.8.~~ Prior to ☐ mediation ~~negotiating the Settlement~~, Plaintiff obtained, through

2.5. ~~formal~~ ☐ informal discovery, _____, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

~~2.4.~~2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. ~~Except~~Expect as ~~otherwise~~ provided ~~by Paragraph 9 in paragraph 8~~ below, ~~XYZ~~Defendant promises to pay \$~~200,000.00~~ and no more as the Gross PAGA Settlement Amount. ~~XYZ~~The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.^{##} The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. ~~None~~The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to ~~XYZ~~Defendant.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the ~~Final~~ Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than ~~% one-third (1/3) of the Gross PAGA Settlement Amount~~ which is currently estimated to be \$~~66,666~~ and PAGA Counsel Litigation Expenses Payment of not more than \$~~14,000~~. ~~XYZ~~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 ~~Net Settlement Amount.~~PAGA Payment. 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 ~~XYZ~~Defendant harmless, and indemnifies ~~XYZ~~Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to ~~3.2.1.~~ exceed \$~~_____~~ \$7,000 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 \$7,000, the Administrator will retain the remainder in the ~~Net Settlement Amount~~ PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA ~~Penalties~~ Payment in the amount
~~3.2.2.~~ of \$no less than \$112,334 to be paid from the Gross PAGA Settlement Amount, with 75% (~~\$amount~~ (no less than \$84,250.50)) allocated to the LWDA PAGA Payment and 25% (~~\$—~~ (no less than \$28,083.50)) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA
Payment by (a) dividing the amount of the Aggrieved
~~3.2.2.1.~~ Employees' 25% share of PAGA
Penalties (~~\$—~~) Payment by
the total number of PAGA Period Pay Periods worked

by
all Aggrieved Employees during the PAGA Period and (b)
multiplying the result by each Aggrieved Employee's
PAGA Period Pay Periods. Aggrieved Employees assume
full responsibility and liability for any taxes owed on their
Individual PAGA Payment.

3.2.3.2 If the Court approves the PAGA Penalties Payment of less than the
amount requested, the Administrator will allocate the
remainder to the ~~Net Settlement Amount~~ PAGA Payment. The
Administrator
will report the Individual PAGA Payments on IRS 1099
Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date,
~~XYZ Defendant~~ estimates there are
112 Aggrieved Employees who worked a total of 5,000 PAGA Pay Periods from June 3, 2020 to August 4, 2022.
- 4.2. Aggrieved Employee Data. Within ~~{e.g., fifteen (15)}~~ days, ~~XYZ Defendant~~ will
simultaneously deliver the Aggrieved Employee Data to the Administrator in the form
of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the
Administrator must maintain the Aggrieved Employee Data in confidence, use the
Aggrieved Employee Data only for purposes of this Settlement and for no other
purpose, and restrict access to the Aggrieved Employee Data to Administrator
employees who need access to the Aggrieved Employee Data to effect and perform
under this Agreement. ~~XYZ Defendant~~ has a continuing duty to immediately notify
PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
identifying information and to provide corrected or updated Aggrieved Employee Data
as soon as reasonably feasible. Without any extension of the deadline by which
~~XYZ Defendant~~ must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. ~~XYZ Defendant~~ shall fully fund the Gross
PAGA Settlement Amount by transmitting the funds to the Administrator no later than
~~{14}thirty (30)~~ days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within ~~{e.g., 14}~~ fifteen (15) days
after ~~XYZ Defendant~~ funds the Gross PAGA Settlement Amount, the Administrator will
mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
Administration Expenses Payment, the PAGA Counsel Expenses Payment.
Disbursement of 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 Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date ~~(not less than, which is~~ 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

4.4.1. Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within ~~seven~~ (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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

5. RELEASES OF CLAIMS. Effective on the date when ~~XYZ~~ Defendant fully funds the entire Gross PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and ~~his or~~ her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~that~~ that occurred during the PAGA Period~~h~~, 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 ("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, claims that cannot be released as a matter of law, 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 Plaintiff 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 Aggrieved Employees:

All Aggrieved Employees 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 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint [,] [and] the PAGA Notice~~ “Released PAGA Claims”. “Released PAGA Claims” means all PAGA claims for civil penalties under California Labor Code §§ 2698 et seq., predicated on the California Labor Code violations that are asserted in the PAGA Notice and Operative Complaint (or PAGA Claims that could have been asserted based on the facts alleged in the operative LWDA Notice and Operative Complaint) which are for civil penalties pursuant to Labor Code section 2699, et seq. for violations of Labor Code sections §§ 201, 202, 203, 204 et seq., 210, 221, 226, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802 and applicable Industrial Welfare Commission Wage Orders including California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). The release shall run through the PAGA Period. The Released PAGA Claims does not include underlying Labor Code claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers’ compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

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 Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this 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) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than ~~30~~sixty (60) 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 Preliminary Approval to the Administrator.

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 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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. **AGGRIEVED EMPLOYEE SIZE ESTIMATES ~~and ESCALATOR CLAUSE~~** Based on its records, ~~XYZ~~Defendant estimates that, as of the date of this Settlement Agreement, (1) there are ~~112~~ Aggrieved Employees who worked ~~5,000~~ Pay Periods during the PAGA Period.^{iv} Defense Counsel (or other authorized representation for Defendant) will provide a declaration stating the number of Aggrieved Employees and PAGA Pay Periods worked during the PAGA Period upon execution of this Settlement Agreement. If the actual number

of PAGA Pay Periods from June 3, 2020 to August 4, 2022 exceeds 5,000 by more than 5%, Defendant shall have the option of either (a) closing the PAGA Period on the date the PAGA Pay Periods reach the 5% threshold, or (b) increase the Gross PAGA Settlement Amount by the percentage difference above the 5%.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement [pursuant to C.C.P. Section 664.6](#) 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 ~~Net Settlement Amount~~ [PAGA Payment](#).

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 ~~XYZ~~ [Defendant](#) that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~ [Defendant](#) has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ~~XYZ's~~ [Defendant's](#) defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. [Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff.](#) If, for any reason the Court does not approve this Settlement, ~~XYZ~~ [Defendant](#) reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest ~~XYZ's~~ [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 Plaintiff and ~~XYZ~~ [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.

~~10.1~~ 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,

- 10.4 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 modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of ~~at the mediator and/or the Court~~, Stephen J. Serratore, 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 Plaintiff, PGA Counsel, ~~XYZ~~ 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 Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement~~ Other than information necessary to secure Court approval of this settlement, Plaintiff and PGA Counsel agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, Plaintiff and PGA Counsel shall provide no other statement than "the matter has been resolved" or "the matter has settled." Plaintiff and PGA Counsel may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PGA Counsel shall

issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

~~10.2~~ Use and Return of Aggrieved Employee 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 ~~XYZ~~ 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 Aggrieved Employee Data received from ~~XYZ~~ Defendant unless, prior to the Administrator's payment of all

- 10.12 Settlement Funds, ~~XYZ~~Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee 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: Norman Blumenthal

~~To XYZ:~~

norm@bamlawca.com

Kyle R. Nordrehaug

kyle@bamlawca.com

Aparajit Bhowmik

aj@bamlawca.com

Nicholas J. De Blouw

deblouw@bamlawca.com

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara

La Jolla, California 92037

Phone: (858) 551-1223

Facsimile: (858) 551-1232

To Defendant: Alecia Whitaker Winfield

awinfield@littler.com

Shiva Shirazi Davoudian

sdavoudian@littler.com

Krystal Saleh

ksaleh@littler.com

LITTLER MENDELSON P.C.

2049 Century Park East, 5th Floor

[†]This Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ~~See endnote ii above.~~ THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO

ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱThe Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv}Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Jenna Fraijo

Dated: _____

[name]

For Defendant Atlas Copco Compressors LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Alecia Whitaker Winfield
Little Mendelson P.C.
Attorney for Defendant

EXHIBIT #9

NOTICE OF PAGA SETTLEMENT

Fraijo v. Atlas Copco Compressors LLC,

Superior Court of the State of California, County of Los Angeles Case No. 21NWCV00536

ILYM Group

P.O. Box

Telephone:

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of lawsuits brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) by Plaintiff Jenna Fraijo (“Plaintiff”) acting in her private attorney general capacity against Defendant Atlas Copco Compressors LLC (“Defendant”) (the “Action”). Through the Action, Plaintiff sought to recover civil penalties for purported violations of the California Labor Code on behalf of all individuals who were employed by Defendant in California and classified as non-exempt employees during the period June 3, 2020 to September 30, 2022 (the “Aggrieved Employees”).

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiff and/or the Aggrieved Employees, and asserts that it has fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all PAGA claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in the PAGA Notice and Operative Complaint (or PAGA Claims that could have been asserted based on the facts alleged in the operative LWDA Notice and Operative Complaint) which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802 and applicable Industrial Welfare Commission Wage Orders including California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) (the “Released PAGA Claims”). The release shall run through the PAGA Period (June 3, 2020 to September 30, 2022). The Released PAGA Claims do not include underlying Labor Code claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers’ compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law.

By Order dated _____, the Superior Court of California for the County of Los Angeles approved the settlement of the Action and the Released PAGA Claims.

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check, which you are receiving in your capacity as an Aggrieved Employee in connection with the settlement of the PAGA claim for civil penalties, shall remain valid for 180 days after mailing.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Settlement Payment. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or

be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to ILYM Group (the Settlement Administrator) using the contact information at the top of this correspondence.