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

CAMILLE CAMPBELL, individually,
and on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

THE OC MURPHY GROUP, a
California corporation; Philip M. Myers,
individually; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21TRCV00675

Honorable Elihu M. Berle
Department SSC6

**DECLARATION OF EDWIN AIWAZIAN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee,
and Settlement Administration Costs; Declaration
of Plaintiff (Camille Campbell); and [Proposed]
Order and Judgment filed concurrently herewith]

Date: September 26, 2023
Time: 9:00 a.m.
Department: SSC6

Complaint Filed: September 16, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Camille Campbell (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

ADEQUACY OF LAWYERS *for* JUSTICE, PC

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by a prominent plaintiff-side law firm.

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1 5. At the prominent plaintiff-side law firm, my practice focused on massive class
2 actions and other complex cases involving toxic torts and products liability. In addition, I gained
3 substantial experience on cases involving insurance bad faith, premises liability, and medical
4 negligence. While employed by the prominent plaintiff-side law firm, I argued approximately
5 100 motions, took or defended approximately 150 depositions, and prepared dozens of expert
6 witnesses for deposition and/or trial.

7 6. Since its inception in or around October of 2008, Lawyers *for* Justice, PC has
8 almost exclusively focused on the prosecution of consumer and employment representative and
9 class actions, involving wage-and-hour claims, race discrimination, unfair business practices or
10 consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in over a dozen
11 employment-related putative class actions and representative actions in both state and federal
12 courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases
13 involving the executive, administrative, and other overtime exemptions to the State of California
14 and federal overtime compensation requirements. During this relatively short time, in
15 association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on
16 behalf of thousands of individuals in California.

17 **EXAMPLES OF RESULTS REPRESENTATIVE AND CLASS ACTION CASES**

18 7. What follows are just a few examples of the type of results Lawyers *for* Justice,
19 PC (“LFJ”) has achieved on behalf of its clients:

20 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a major property management company involving allegations
22 of misclassification of various “manager” positions. On September 20, 2010, the court granted
23 final approval of the class action settlement. The Los Angeles County Superior Court Case
24 Number is BC400414.

25 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of household items involving allegations of
27 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
28 granted final approval of the class action settlement. The Los Angeles County Superior Court

Case Number is BC413498.

c) LFI, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFI, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFI, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFI, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFI, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

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h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

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1 m) LFJ represented the plaintiff in a PAGA representative action against a
2 real estate and property management company, on behalf of non-exempt employees. On
3 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
4 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
7 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
16 the employer's motion to compel arbitration, which resulted in a published opinion by the
17 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
18 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
19 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
20 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
21 5046.

22 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a consumer packaging company,
24 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
25 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
26 Number is BC590429.

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1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company
8 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
9 class and PAGA representative action settlement. The Orange County Superior Court Case
10 Number is 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement.
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
24 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
25 The Tulare County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior
7 Court Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
15 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
16 certification in part and certified a class. The Alameda County Superior Court Case Number is
17 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class and PAGA representative action against a medical equipment supplier on
26 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
27 for class certification and certified a class. The San Bernardino County Superior Court Case
28 Number is CIVDS1505744.

1 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
5 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
6 approval of the PAGA representative action settlement. The San Diego County Superior Court
7 Case Number is 34-2015-00175330.

8 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
12 granted final approval of the class and PAGA representative action settlement. The San Diego
13 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
23 motion for class certification and certified a class. On August 27, 2021, the court granted final
24 approval of the class action settlement. The San Diego County Superior Court Case Number is
25 37-2015-00025968-CU-OE-CTL.

26 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
27 nutritional products manufacturer on behalf of non-exempt production line employees. On
28 December 13, 2021, the court granted the plaintiff's motion for class certification in part and

certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as "EXHIBIT 1" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Camille Campbell, for herself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and The OC Murphy Group and Philip M. Myers (together, "Defendants"). The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT 1" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Aggrieved Employees covered by the Settlement consist of the following individuals: all current and former hourly-paid, non-exempt employees who worked for Defendants in the State of California during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period January 17, 2020 to June 3, 2023. Defendants have represented that, as of July 11, 2023, there are approximately five hundred four (504) Aggrieved Employees.

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions

of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on July 13, 2021 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA’s website. The LWDA did not respond to the PAGA Notice that was sent on behalf of Plaintiff. A true and correct copy of the July 13, 2021 PAGA Notice is attached hereto as “**EXHIBIT 2.**”

11. The Settlement is for the gross amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) “Total Settlement Amount,” which Defendants will pay under the Settlement. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of up to \$70,000.00 for attorneys’ fees and up to \$25,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee of \$5,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$5,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of attorneys’ fees in the amount of \$66,666.67, which is one-third of the Total Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$11,348.36, and assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$111,948.87. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$83,961.73 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$27,987.24 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain ILYM Group, Inc. (“ILYM Group” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint ILYM Group to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed

\$5,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

12. The effectiveness of Plaintiff's Counsel, Lawyers *for* Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

13. After engaging in extensive investigations, informal discovery, and exchange of information, the parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on October 26, 2022, conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. The parties did not reach a settlement at mediation. After further negotiations with the assistance of the mediator, the parties reached the Settlement described herein. In the course of mediation and settlement negotiations, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, manageability, off-the-clock theory, meal and rest periods (and meal waivers), wage-and-hour enforcement, and arbitration agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

14. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation, informal discovery, and analysis of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendants, and other sources. The information, documents, and data that were reviewed and

analyzed by Plaintiff's Counsel included, and was not limited to, the employment records of Plaintiff, a sampling of aggrieved employees' time and pay data, internal memorandum, various agreements and acknowledgments (such as, Defendants' arbitration agreement, meal period waiver agreements, and employee acknowledgements/attestations addressing meal and rest breaks, recording of time worked, reimbursed employee expenses, and other items of compensation), and Defendants' operations and employment practices, policies, and procedures documents, among other documents. Counsel for the parties undertook significant investigation and evaluation of Plaintiff's claim and allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendants counsel's regarding the pleadings, motion practice, case management, the mediation, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, the mediation brief, settlement agreement, and settlement approval motion papers; preparing for the mediation and settlement negotiations; and preparing for and appearing for court proceedings and mediation and settlement negotiations. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, manageability off-the-clock theory, meal and rest periods, wage-and-hour enforcement, arbitration agreements, Plaintiff's claims and allegations, and Defendants' defenses, as well as facts discovered.

15. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are

unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claim requires individualized inquiries that would render adjudication of the PAGA claim unmanageable or at odds with Defendants’ right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 756 (“[C]ourts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *review granted* (June 22, 2022) (“Imposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”)

16. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants’ conduct warrants the imposition of penalties. Plaintiff’s core allegation is that Defendants have violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

17. From the inception of this litigation, Defendants indicated that they would aggressively litigate this case and contended that they would ultimately succeed in the action. Defendants maintained several defenses to Plaintiff’s allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse against their hourly-paid, non-exempt employees, and that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code. Defendants further denied, and continue to deny, that

1 the lawsuit is appropriate for representative adjudication for any purpose other than the
2 Settlement.

3 18. Importantly, Defendants also contended that the claims of other Aggrieved
4 Employees whom Plaintiff seeks to represent are subject to enforceable arbitration agreements
5 (with class action waiver language in the Spanish version). Defendants contended that, taken
6 together, these agreements would have claim preclusive impact, or otherwise, could effectively
7 be used to require Aggrieved Employees to engage in individual arbitration of their individual
8 claims on which the PAGA claim is predicated. Although the parties disagree on whether or not
9 the arbitration agreements are enforceable and their impact, there is more uncertainty regarding
10 the viability of PAGA claims in the judicial forum, arising from the U.S. Supreme Court's
11 decision in *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS
12 2940. However, the California Supreme Court recently confirmed that PAGA representative
13 claims are viable and can continue to be prosecuted in *Adolph v. Uber Technologies* (2023) 14
14 Cal.5th 1104. However, the *Adolph v. Uber Technologies* decision suggests, and it is still
15 possible that, trial courts will stay the representative/non-individual PAGA claims pending
16 arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an
17 "aggrieved employee" for PAGA purposes, issue preclusion would apply and, once reduced to a
18 final judgment, trial courts are bound by the arbitrator's determination and the plaintiff loses
19 standing to pursue non-individual PAGA claims. It should be noted that at the time that the
20 parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

21 19. Even if Defendants failed on their defenses, Plaintiff would inevitably face other
22 challenges in court. For example, Defendants challenged Plaintiff's standing as an aggrieved
23 employee and denied that any of Defendants' other employees with respect to whom Plaintiff
24 seeks civil penalties, were aggrieved. Aside from challenges relating to standing, Defendants
25 would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple
26 courts have taken such an approach, for example, limiting discovery or trial of the issues to
27 Plaintiff. Defendants also contended that an important feature of the PAGA statute is that a court
28 has discretion to reduce the penalties to be assessed against the employer pursuant to California

1 Labor Code section 2699(e)(1)-(2). As discussed above, Defendants denied and continue to
2 deny that they ever violated any provision of the California Labor Code. However, assuming,
3 *arguendo*, that any violations occurred, Defendants argued that the violations would not be
4 viewed as subsequent violations giving rise to heightened penalties. Defendants also argued that
5 the Court was unlikely to assess cumulative penalties for the maximum number of possible,
6 separate California Labor Code violations, because it would be unjust, arbitrary, oppressive,
7 and/or confiscatory—especially where certain conduct may be regulated by multiple provisions
8 of the California Labor Code that are interrelated and work in tandem.

9 20. Counsel for the parties invested time reviewing and analyzing the relevant
10 information, documents, and data, and this information made it possible to calculate the potential
11 value and strength of the PAGA claim. Accordingly, the parties have conducted sufficient
12 investigation and review of information to be sufficiently apprised of the nature and extent of the
13 PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for
14 its fairness, adequacy, and reasonableness. The parties have also considered the settlement
15 negotiations and the recommendations of the mediator, Jeffrey Krivis, Esq., who is highly
16 experienced in mediating complex labor and employment matters. The parties have agreed that
17 this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well
18 as the costs and risks to both sides that would attend further litigation. The Settlement takes into
19 account the strengths and weaknesses of each side's position and the uncertainty of how the case
20 might have concluded as litigation continued, at trial, in arbitration proceedings, and/or upon
21 appeal.

22 21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
23 attorneys' fees in the amount of \$66,666.67, which represents approximately one-third (33.33%)
24 of the Total Settlement Amount, which is less than the maximum amount of attorneys' fees
25 contemplated under the Settlement Agreement. Pursuant to the contingency-fee agreement
26 entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a
27 contingency fee of at least one-third of the recovery. The attorneys' fees sought are
28 commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the

1 time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and
2 determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has
3 achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has
4 achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to
5 devote its time and efforts to this case.

6 22. I am aware that common and acceptable rates for contingency representation in
7 wage and hour class and representative action litigation are normally in the range from 33.3% to
8 50%.

9 23. While not necessarily required to be demonstrated because a percentage of the
10 fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many
11 hours of work in connection with prosecuting this matter such that the requested attorneys' fees
12 award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC
13 have spent a total of **267.70 hours** performing tasks to obtain a recovery on behalf of Plaintiff,
14 the State of California, and the Aggrieved Employees. Attached hereto as "EXHIBIT 3" is an
15 Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by
16 attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These
17 hours include work done by myself and several other attorneys at the firm. Also, separate from
18 the hours referenced herein, Lawyers for Justice, PC had litigation support personnel actively
19 engaged in assisting with the prosecution of the case.

20 24. The work performed in this particular case, the background of our firm, as well as
21 the individual backgrounds, training, and experience of the attorneys who worked on this matter,
22 in litigating complex wage-and-hour class and PAGA representative actions, support a
23 reasonable blended hourly rate of compensation of at least \$650 per hour for work performed by
24 Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the
25 firm at the rate of at least \$650 per hour for legal services performed, by courts granting approval
26 of wage and hour class action and/or representative action settlements in other cases: final
27 approval of the class and representative action settlement in *David Dugan v. TEC Equipment,*
28 *Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021,

1 and the award of attorneys' fees involved compensation at the rate of \$936.47 per hour; final
2 approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan*
3 *Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021,
4 and the award of attorneys' fees involved compensation at the rate of \$919.57 per hour; final
5 approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products,*
6 *LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was
7 granted on February 21, 2020, and the award of attorneys' fees involved compensation at the rate
8 of \$766.05 per hour; final approval of the class and representative action settlement in *Alice*
9 *Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No.
10 RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved
11 compensation at the rate of \$764.82 per hour; final approval of the class and representative
12 action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No.
13 SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved
14 compensation at the rate of \$855.96 per hour; final approval of the class and representative action
15 settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court
16 Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees
17 involved compensation at the rate of \$831.38 per hour; final approval of the class and
18 representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum*
19 (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the
20 award of attorney's fees involved compensation at the rate of \$780.77 per hour; and final
21 approval of the class and representative action settlement in *Demetrius Camarillo v. Blue*
22 *Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was
23 granted on June 30, 2017, and the award of attorneys' fees involved compensation at the rate of
24 \$845.64 per hour.

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LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF’S COUNSEL

25. Plaintiff’s Counsel seeks reimbursement of \$11,348.36 for litigation costs and expenses incurred in this case as reflected in the Case Cost Detail attached hereto as “**EXHIBIT 4.**” It should be noted that Plaintiff’s Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount (\$25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses.

GENERAL RELEASE FEE TO PLAINTIFF

26. In recognition of her efforts and work in spearheading the litigation of this matter, as well as for her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 9(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the amount of \$5,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement Share she will receive as an Aggrieved Employee for her share of the Net Settlement Amount.

27. Plaintiff’s Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty

1 associated with continued litigation.

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

4 Executed this 29th day of August 2023, at Glendale, California.

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EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Camille Campbell ("Plaintiff"), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 4(a)(5) below) and The OC Murphy Group and Philip M. Myers (together, "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendants. Plaintiff was employed by Defendants from approximately April 2020 to approximately July 2020;

(b) On July 13, 2021, Lawyersfor Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendants to notify the LWDA and Defendants pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, thereby initiating LWDA Case Number LWDA-CM-837828-21 (the "PAGA Notice");

(c) On August 10, 2021, Plaintiff filed a Class Action Complaint for Damages ("Class Complaint"), alleging ten (10) putative class causes of action against Defendant The OC Murphy Group, entitled *Camille Campbell v. The OC Murphy Group*, Los Angeles Superior Court Case No. 21STCV29390 (the "Class Action");

(d) On September 16, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA Complaint"), commencing a representative action under PAGA against Defendants, entitled *Camille Campbell v. The OC Murphy Group, et al.*, Los Angeles Superior Court Case No. 21TRCV00675 (the "PAGA Action");

(e) The Class Complaint and the PAGA Complaint are together referred to as the "Operative Complaints" and the Class Action and PAGA Action are together referred to as the "Actions";

(f) On October 26, 2022, the Parties mediated the Actions with Jeffrey Krivis, Esq., which did not result in a settlement at that time;

(g) The Parties continued to engage in settlement negotiations and, eventually, on January 23, 2023, reached the Settlement described hereon, and entered into a Memorandum of Understanding on or about April 4, 2023 to resolve the Actions in their entirety;

2. Implementation of Settlement

(a) To implement the settlement of the Actions, the Parties will cooperate in taking all necessary steps to obtain dismissal of the putative class claims in the Class Action without prejudice.

(f) There has been no determination on the merits of the Actions or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Actions and Released Claims (as defined in Section 9(a) below).

3. No Admission of Wrongdoing. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

4. Consideration.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Two Hundred Thousand Dollars and No Cents (\$200,000.00) (the "Total Settlement Amount") to resolve the Actions and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is Seventy Thousand Dollars and No Cents (\$70,000.00) and reimbursement of litigation costs and expenses in the amount of up to Twenty-Five Thousand Dollars and No Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiffs Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Five Thousand Dollars and No Cents (\$5,000.00) ("General Release Fee") to Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Dollars and No Cents (\$5,000) ("Settlement Administration Costs") to ILYM Group (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 4(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"), and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid, non-exempt employees who worked for Defendants in the State of California during the PAGA Period (the "Aggrieved Employees"). The period January 17, 2020 to June 3, 2023 is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees" Portion."

(6) The Aggrieved Employees are estimated to consist of approximately 504 individuals who worked approximately 13,457 Compensable Pay Periods. If

the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 13,457, then Plaintiff shall have the right to request, at Defendants' election, either: (a) to increase the Total Settlement Amount by the percentage that the actual number exceeds 14,802 Compensable Pay Periods, or (b) to cut off the PAGA Period to end on the date the total number of Compensable Pay Periods reach 14,802.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 4(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

5. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 4(a) above, except for Plaintiffs execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement, including the dismissal without prejudice of Plaintiff's class claims asserted in the action entitled *Camille Campbell v. The OC Murphy Group*, Los Angeles County Superior Court Case No. 21STCV29390. If this Settlement Agreement is not approved by the Court, it shall be null and void.

6. **Disbursal of Settlement Funds.**

(a) Subject to Section 5 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 4(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel, and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

7. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Actions to implement the settlement and terminate the Actions pursuant to settlement (i.e., to terminate the Actions by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 4(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiffs Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Anthony C. Oceguela of Lewis Brisbois Bisgaard & Smith LLP ("Defendants' Counsel") for review. Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Actions and close the Actions based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

8. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 4(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within twenty-one (21) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than ten (10) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following

information for each Aggrieved Employee: (i) first and last name, (ii) last known address, (iii) last known telephone number, (iv) Social Security number, if available, and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred and eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

9. Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights

and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, and each of their former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Actions and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, Known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention

to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

10. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Jeffrey Krivis, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 07/31/2023, 2023

Electronically Signed
2023-08-01 00:19:11 UTC - 172.58.209.191
Nintex AssureSign® 5218f6d5-1be3-4881-b41c-b0510004b45c

Camille Campbell
Individually and On Behalf of
the State of California and Aggrieved Employees

The OC Murphy Group

Date: _____, 2023

Name:

Title:

Philip M. Myers

Date: _____, 2023

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: _____, 2023

Kyla Buenaventura
Attorneys for Plaintiff Camille Campbell

DAUGHTERTY LORDAN

Date: _____, 2023

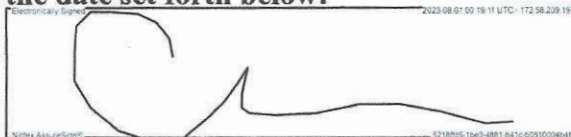
Anthony C. Ocegura
Attorneys for Defendants The OC Murphy Group
and Philip M. Myers

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

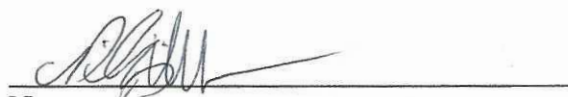
Date: 07/31/2023, 2023

 2023.08.01 00:19:11 UTC - 172.58.209.197
Digitally signed by Camille Campbell
DN: cn=Camille Campbell, o=The OC Murphy Group, ou=The OC Murphy Group, email=Camille.Campbell@ocmurphygroup.com, c=US

Camille Campbell
Individually and On Behalf of
the State of California and Aggrieved Employees

The OC Murphy Group

Date: 8-1-2023, 2023



Name:

Title:

Philip M. Myers

Date: _____, 2023

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: August 1, 2023



Kyla Buenaventura
Attorneys for Plaintiff Camille Campbell

O'HAGAN MEYER

Date: August 1, 2023, 2023



Anthony C. Ocegura
Attorneys for Defendants The OC Murphy Group
and Philip M. Myers

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Camille Campbell v. The OC Murphy Group*, Los Angeles Superior Court Case No. 21STCV29390 and *Camille Campbell v. The OC Murphy Group*, et al., Los Angeles Superior Court Case No. 21TRCV00675

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuits entitled *Camille Campbell v. The OC Murphy Group*, Los Angeles Superior Court Case No. 21STCV29390 and *Camille Campbell v. The OC Murphy Group*, et al., Los Angeles Superior Court Case No. 21TRCV00675 (together, the "Actions").

The Actions were filed on August 10, 2021 and September 16, 2021 by Camille Campbell ("Plaintiff") against her former employers, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuits, on July 13, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, thereby initiating LWDA Case Number LWDA-CM-837828-21 (the "PAGA Notice").

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants The OC Murphy Group and Philip M. Myers (together, "Defendants").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid, non-exempt employees who worked for Defendants in the State of California during the PAGA Period (the "Aggrieved Employees"). The period January 17, 2020 to June 3, 2023 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendants, and each of their former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed,

EXHIBIT A - COVER LETTER

deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

LAVVYERS FOR JUSTICE

July 13. 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: THE OC MURPHY GROUP; PHILIP M. MYERS, AN INDIVIDUAL

Dear Representative:

We have been retained to represent Camille Campbell against The OC Murphy Group and Philip M. Myers, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "The OC Murphy Group") for violations of California wage-and-hour laws. Ms. Campbell seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Philip M. Myers is the Chief Executive Officer of The OC Murphy Group. Philip M. Myers, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of The OC Murphy Group, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Campbell seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

The OC Murphy Group employed Ms. Campbell as an hourly-paid, non-exempt employee from approximately April 2020 to approximately July 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Campbell may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, The OC Murphy Group has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 7-2001.

The OC Murphy Group required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock in and responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Campbell and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Campbell and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, The OC Murphy Group required Ms. Campbell and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, The OC Murphy Group failed to pay Ms. Campbell and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, The OC Murphy Group failed to pay Ms. Campbell and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, The OC Murphy Group did not provide Ms. Campbell and other aggrieved employees with complete and

accurate itemized wage statements. The wage statements they received from The OC Murphy Group were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Campbell and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Campbell and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Campbell and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Campbell and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Campbell and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, The OC Murphy Group failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Campbell and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, The OC Murphy Group did not provide Ms. Campbell and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's

regular rate of pay. During the relevant time period, The OC Murphy Group failed to pay Ms. Campbell and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Campbell and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, The OC Murphy Group failed to pay Ms. Campbell and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Campbell and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Campbell and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by The OC Murphy Group. These costs include, but are not limited to, the use of personal phones for business-related purposes, the purchasing and maintenance of clothing in compliance with the dress code and the purchasing and maintenance of shoes in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Campbell seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With king regards,

A handwritten signature in blue ink, appearing to read 'Edwin Aiwazian', with a stylized, flowing script.

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

The OC Murphy Group
c/o Philip Myers
Agent for Service of Process
16210 Crenshaw Blvd
Gardena, CA 90249

Philip Myers
16210 Crenshaw Blvd
Gardena, CA 90249

EXHIBIT 3

CAMILLE CAMPBELL V. THE OC MURPHY GROUP, ET AL.
(Los Angeles Superior Court Case No. 21TRCV00675)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Camille Campbell's ("Plaintiff") Private Attorneys General Act ("PAGA") Claims on Behalf of the State of California with Respect Plaintiff and the Aggrieved Employees	8.10
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendants The OC Murphy Group dba Chick-Fil-A and Philip M. Myers (together, "Defendants") with Respect to Plaintiff and the Aggrieved Employees	6.50
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Breaks, Representative PAGA, Arbitration Agreements, Class Action Waivers, and IWC Wage Orders in California, Including all New and Relevant DLSE Materials	7.30
Investigation of Defendants, Defendants' Products and Services, Defendants' Clients/Customers, Vendors, Business Relationships, and the Industries in which Defendants Operate	2.70
Investigation of Defendants' Organizational and Corporate Structure, and Executive Reporting Structure, as They Relate to the Employment and Management of the Aggrieved Employees	3.10
Investigation of Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity, and Research and	2.90

Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	
Analysis of Competitors in Various Relevant Geographic Areas within which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors	3.30
Research and Investigation Re: Location(s), Department(s), and/or Division(s) Owned, Managed, Serviced, and/or Operated by Defendants in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	2.50
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location(s) at Which Aggrieved Employees Worked Throughout California	2.10
Research and Investigation Re: Defendants' Written and Non-Written Policies, Practices, and Procedures Relating to Customer Service, Meetings, Timekeeping, Schedules, Reporting Time, On-Call/Back-Up, Meal/Rest Breaks, On-Premises Breaks, Meal Period Waivers, Meal and Rest Premiums, Overtime Compensation, Non-Discretionary Bonus/ Incentive/Performance/Shift Differential Pay, Supplies/PPE, Footwear, Dress Code/Maintenance of Uniforms, Use of Personal Cell Phones, and Reimbursement of Business-Related Expenses	12.50
Research and Investigation Re: Various Software Programs and Other Technology Defendants Use to Conduct Everyday Business, e.g., Resource Management, Point of Sale, Order Management, Scheduling, Timekeeping, Security, and Safety Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	3.10
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	7.10

Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	4.30
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	2.90
Meet and Communicate with Plaintiff Camille Campbell Throughout the Pendency of the Case	32.50
Investigate, Meet, Communicate with, and/or Interview Aggrieved Employees and Percipient Witnesses	10.20
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on September 16, 2021)	7.10
Review Court's Notice of Assignment to Hon. Gary Y. Tanaka in Department B (filed on September 16, 2021)	0.10
Review Court's Notice of Case Management Conference (filed on September 21, 2021)	0.10
Review Court's Order to Show Cause Hearing (filed on September 21, 2021)	0.10
Draft Plaintiff's Notice and Acknowledgement of Receipt to Defendant The OC Murphy Group (filed on November 22, 2021)	0.10
Draft Plaintiff's Notice and Acknowledgement of Receipt to Defendant Philip M. Myers (filed on November 22, 2021)	0.10
Draft Plaintiff's Notice of Related Case (filed on December 1, 2021)	0.10
Review Court's Order Re Notice of Related Case (filed on December 3, 2021)	0.10

Review Court's Notice of Status Conference and Order (filed on December 3, 2021)	0.10
Draft Plaintiff's Proof of Service Re: Notice of Status Conference and Order (filed on December 8, 2021)	0.10
Review and Analyze Defendant The OC Murphy Group's Answer to Plaintiff's Complaint and Research Affirmative Defenses (served on December 14, 2021)	1.50
Review and Analyze Defendant The OC Murphy Group's Amended Answer to Plaintiff's Complaint and Research Affirmative Defenses (served on February 14, 2022)	1.20
Review and Analyze Defendant Philip M. Myers' Answer to Plaintiff's Complaint and Research Affirmative Defenses (served on February 22, 2022)	1.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Vacate Motion to Strike Hearing Date (filed on February 25, 2022)	0.90
Review Court's Minute Order Re: Hearing on Motion to Strike Portion of the Answer (filed on March 7, 2022)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Initial Status Conference; [Proposed] Order (filed on March 29, 2022)	0.70
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Initial Status Conference; [Proposed] Order (filed on November 21, 2022)	0.70
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on November 22, 2022)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Initial Status Conference; [Proposed] Order (filed on January 20, 2023)	0.70
Review Court's Minute Order Re: Initial Status Conference (filed on January 31, 2023)	0.10

Meet and Confer with Defendants' Counsel, and Draft Joint Notice of Settlement (filed on February 2, 2023)	0.50
Draft Plaintiff's Notice of Ruling (filed on February 2, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Hearing on Plaintiff's Motion for PAGA Approval and Related Deadlines; and [Proposed] Order Thereon (filed on April 20, 2023)	0.70
Review Defendant The OC Murphy Group's Substitution of Attorney (filed on May 18, 2023)	0.10
Review Defendant Philip M. Meyers's Substitution of Attorney (filed on May 18, 2023)	0.10
Review Defendant The OC Murphy Group's Notice of Change of Firm Name (filed on June 21, 2023)	0.10
Review Defendant The OC Murphy Group's Substitution of Attorney (filed August 17, 2023)	0.10
Review Defendant Philip M. Myers's Substitution of Attorney (filed August 17, 2023)	0.10
Appearances	
Prepare for and Telephonically Attend Hearing on Motion to Strike Portion of the Answer (March 7, 2022)	1.50
Prepare for and Telephonically Attend Initial Status Conference (January 31, 2023)	0.90
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (September 26, 2023) (Anticipated)	1.50
Discovery and Deposition	

Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Camille Campbell (served on March 29, 2019)	1.90
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Camille Campbell (served on April 26, 2019)	1.50
Review and Analyze Documents Produced by Defendant The OC Murphy Group in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Camille Campbell (served on May 24, 2018)	2.80
Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Camille Campbell for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on July 13, 2021)	4.10
Meet and Confer with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	13.50
Mediation/Settlement	
Review and Analyze Information, Documents, and Data Obtained from Plaintiff, Defendants, and Other Sources (served on September 20, 2022, September 21, 2022, September 23, 2022, September 26, 2022, September 29, 2022, October 3, 2022, and October 7, 2022; in excess of 2,795 pages of data and documents), and Prepare Valuation Models, Including, <i>Inter Alia</i>, Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements, Prior to Mediation • Employee Handbook and Employment and Operations Policies, Practices, and Procedures Documents (including and not limited to, Meal Period Waivers and Time Punch and Break Acknowledgments) • Sampling of Employee Time Records	38.50

• Sampling of Payroll Records	
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Preparing PowerPoint Presentation (submitted on February 25, 2021)	20.50
Attend Mediation Session (October 26, 2022; Zoom Video Conference)	8.50
Additional Settlement Negotiations with Mediator and Defendants' Counsel and Analysis and Assessment of Case (October 2022 – January 2023)	4.50
Review, Revise, Negotiate, and/or Finalize Memorandum of Understanding (fully executed on April 4, 2023)	2.50
Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release and Cover Letter (fully executed on August 2, 2023)	12.50
Law and Motion	
Research and Draft Plaintiff's Notice of Motion and Motion to Strike Portions of Defendant's Answer, Declaration of Khachatur Chris Ourhkhan in Support Thereof, and [Proposed] Order and Judgment (filed on December 29, 2021)	10.50
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Edwin Aiwarzian in Support Thereof, Declaration of Camille Campbell in Support Thereof, and [Proposed] Order and Judgment (filed on August 28, 2023) (Anticipated)	14.50
Total Hours:	267.70

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Campbell v. The OC Murphy Group (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/13/2021	Labor & Workforce Development Agency	Filing Fee	75.00
9/20/2021	One Legal	Attorney Service	29.51
9/20/2021	Los Angeles County Superior Court	Court Filing Fee	435.00
11/19/2021	Legal Document Server	Attorney Service	11.00
11/23/2021	Legal Document Server	Attorney Service	15.20
12/8/2021	Legal Document Server	Attorney Service	15.20
12/29/2021	Legal Document Server	Attorney Service	18.05
12/29/2021	Los Angeles County Superior Court	Motion Fee	60.00
1/31/2022	First Mediation Corporation	Mediation Fee	9,000.00
2/25/2022	Legal Document Server	Attorney Service	15.20
3/4/2022	Legal Document Server	Attorney Service	15.20
3/30/2022	Legal Document Server	Attorney Service	16.55
3/30/2022	Los Angeles County Superior Court	Stipulation Fee	20.00
11/21/2022	Legal Document Server	Attorney Service	17.30
11/21/2022	Los Angeles County Superior Court	Stipulation Fee	20.00
11/29/2022	Legal Document Server	Attorney Service	15.95
1/20/2023	Legal Document Server	Attorney Service	17.30
1/20/2023	Los Angeles County Superior Court	Stipulation Fee	20.00
1/25/2023	First Mediation Corporation	Supplemental Mediator's Fee	1,500.00
2/3/2023	Legal Document Server	Attorney Service	15.95
2/3/2023	Legal Document Server	Attorney Service	15.95
Total:			11,348.36