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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

PORSCHA LE AI, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PROGRESSIVE CASUALTY
INSURANCE COMPANY, an Ohio
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2021-00308276-CU-OE-GDS

(Assigned to the Honorable Lauri A. Damrell, Dept.
28)

**DECLARATION OF PORSCHA LE AI IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: February 17, 2023

Time: 9:00 a.m.

Dept.: 28

Reservation No.: 2697723

Complaint Filed: September 20, 2021

FAC Filed: January 7, 2022

SAC Filed: December 15, 2022

Trial Date: None Set

DECLARATION OF PORSCHA LE AI

I, Porscha Le Ai, declare as follows:

1. I am an individual over the age of 18. I am the named Plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Progressive Casualty Insurance Company ("Defendant") as an hourly, non-exempt employee from about June 2018, through about May 21, 2021. I worked as a customer service manager.

3. Throughout my employment, I regularly received non-discretionary pay such as shift differentials, bonuses, and commissions, in addition to my base hourly rate of pay. During periods when I took sick leave and was also paid non-discretionary pay, the sick leave pay was paid at my base rate of pay rather than the higher, combined regular rate of pay. I was also routinely underpaid for the hours I worked because I would perform work off-the-clock without being paid. I was also not provided duty-free meal and/or rest periods during my employment, nor did I receive any premiums when I did not receive a proper break. I also was not provided adequate rest days and/or reporting time pay. I was not reimbursed for business expenses that I spent money on while working for the company and was not properly paid out my vacation and other wages upon separation of employment. As a result of these violations, I also alleged that the company did not provide me proper wage statements.

4. I have done my best to represent the interests of the employees that are part of this settlement. I have actively contributed to this case. This includes, but is not limited to, (1) participating in numerous meetings with my attorneys and their staff; (2) providing my attorneys with information and documents; (3) reviewing the PAGA notices, complaints, and other legal documents; and (4) reviewing and executing the settlement agreement. I estimate I have spent at least between 20-25 hours in assisting my attorneys prosecute my case.

5. I am proud of the result and accomplishment of this lawsuit. I feel that it is a positive accomplishment and understand that other people will benefit because of the actions that I have taken.

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

Executed on this 17 day of January 2023, at california city, California.

DocuSigned by:
Porscha Marri Le Ai
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Porscha Le Ai