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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 MAX W. GAVRON 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

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I, Max W. Gavron, declare as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of California and am a member of the law firm of the Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Porscha Le Ai (“Plaintiff”) in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

PROCEDURAL HISTORY

2. On August 19, 2021, Plaintiff submitted her written notice under Labor Code § 2699.3 (the “PAGA Notice”) to the Labor and Workforce Development Agency (“LWDA”) and Defendant. As set forth in the PAGA Notice, Plaintiff alleged that Defendant: (1) failed to provide accurate and complete wage statements in violation of Labor Code § 226; and (2) failed to pay sick pay at the regular rate of pay in violation of Labor Code §§ 201-204 and 246.

3. On September 20, 2021, Plaintiff filed a class and individual action complaint against Defendant in the Superior Court of California, County of Sacramento (the “Action”). The complaint alleges causes of action for: (1) violation of Labor Code §§ 201-203; (2) violation of Labor Code § 226(a); (3) disability discrimination in violation of the Fair Employment and Housing Act (“FEHA”); (4) retaliation in violation of the FEHA; (5) failure to accommodate in violation of the FEHA; (6) wrongful constructive termination in violation of public policy; (7) intentional infliction of emotional distress; and (8) negligent infliction of emotional distress.

4. On January 7, 2022, Plaintiff filed a first amended complaint, adding a cause of action for violation of Labor Code § 2698, *et seq.*

5. On July 12, 2022, Plaintiff submitted a supplemental notice to the LWDA and Defendant (the “Supplemental PAGA Notice”). The Supplemental PAGA Notice alleged that Defendant: (1) failed to pay all minimum and overtime wages owed in violation of Labor Code §§ 200, 223, 510, 558, 1182.12, 1194, 1197, and 1198; (2) failed to pay meal and rest period premiums at the regular rate of pay in violation of Labor Code §§ 226.7, 512, and 516; (3) failed to pay reporting time pay; (4) failed to provide one day of rest in seven days in violation of

1 Labor Code §§ 551, 552, and 556; (5) failed to reimburse business expenses in violation of Labor
2 Code § 2802; (6) failed to timely pay wages in violation of Labor Code § 204; (7) failed to pay
3 paid time off or vacation pay upon separation of employment in violation of Labor Code § 227.3;
4 (8) failed to maintain accurate records and provide accurate itemized wage statements in
5 violation of Labor Code §§ 226, 226.3, 1174, 1174.5, and 1198.5; and (9) failed to pay all wages
6 due at termination in violation of Labor Code §§ 201-203 and 256.

7 6. On December 9, 2022, the Court dismissed Plaintiff's individual claims under the
8 Fair Employment Housing Act.

9 7. On December 15, 2022, the Court granted the Parties' request to allow Plaintiff
10 file a second amended complaint and requesting that the Court dismiss Plaintiff's putative class
11 claims without prejudice considering the arbitration agreement presented by Defendant that
12 purported to waive class claims. The second amended complaint ("Complaint") is the operative
13 complaint. The Complaint alleges only a single violation of the PAGA.

14 **THE PARTIES PARTICIPATE IN INFORMAL DISCOVERY AND MEDIATION**

15 8. After the filing of the initial complaint, the Parties met and conferred to discuss
16 the enforceability of an arbitration agreement signed by Plaintiff. In connection with the meet
17 and confer discussions, the Parties agreed to participate in mediation with wage-and-hour neutral
18 Michael J. Loeb, Esq.

19 9. Prior to the mediation, the Parties engaged in informal discovery. As part of
20 informal discovery, Defendant produced data relevant to the potential value of the claims,
21 including information pertaining to the Aggrieved Employees, the number pay periods at issue,
22 relevant documents pertaining to Defendant's policies and practices regarding the claims alleged,
23 and information regarding its anticipated defenses. The data allowed Plaintiff to perform a
24 comprehensive damages and liability analysis.

25 10. On June 15, 2022, the Parties engaged in an all-day mediation session with
26 Michael J. Loeb, a respected and experienced mediator in wage and hour class and PAGA
27 actions. The Parties conducted lengthy settlement negotiations facilitated by Mr. Loeb and
28 subsequently accepted a mediator's proposal at the conclusion of the mediation.

1 11. The Parties have agreed to settle the Action pursuant to the terms and conditions
2 of the Private Attorneys General Act Settlement Agreement and Release (“Agreement” or
3 “Settlement Agreement”). A true and correct copy of the Settlement Agreement and amendment
4 thereto is attached hereto as **Exhibit A**. The Parties signed an Amendment to the Settlement
5 Agreement in December 2022, which replaced the exhibit to the Settlement Agreement due to a
6 clerical error. The Amendment is also included in Exhibit A.

7 12. Based on my independent investigation and evaluation, I am of the opinion that
8 the settlement with Defendant for the consideration and on the terms set forth in the Settlement
9 Agreement is fair, reasonable, and adequate and is in the best interests of Plaintiff, the State of
10 California, and Aggrieved Employees, in light of all known facts and circumstances, including
11 the risk of significant delay, the uncertainty associated with litigation, the various defenses
12 asserted by Defendant, and the numerous potential appellate issues.

13 **SUMMARY OF THE MONETARY TERMS OF SETTLEMENT**

14 13. Pursuant to the Agreement, the “Aggrieved Employees” consist of any and all
15 individuals currently or formerly employed in hourly or non-exempt positions in California at
16 any time from September 21, 2020 through August 31, 2022 (the “PAGA Period”). Settlement
17 Agreement § 1.4. Based upon Defendant’s records, there are approximately 2,356 Aggrieved
18 Employees during the PAGA Period.

19 14. The Settlement Agreement calls for a “Gross Settlement Amount” in the amount
20 of \$950,000.00 for resolution of the Action. Settlement Agreement § 3.1. The balance of the
21 Gross Settlement Amount remaining after deduction of approved attorneys’ fees and litigation
22 costs, final costs of the settlement administration, and approved Enhancement Award to Plaintiff
23 (“Net Settlement Amount”), will be available for distribution to the LWDA and Aggrieved
24 Employees pursuant to the PAGA. Settlement Agreement §§ 1.17, 3.2.4. The Parties estimate
25 that the Net Settlement Amount will be at least \$582,833.33.

26 15. As part of the Settlement Agreement, seventy-five percent (75%) of the Net
27 Settlement Amount, or approximately \$437,125.00, will be paid to the LWDA. The remaining
28 twenty-five percent (25%) of the Net Settlement Amount, or approximately \$145,708.33, will be

1 paid to the Aggrieved Employees. Settlement Agreement § 3.2.4. This 75/25 allocation is
2 required by Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal. 5th 175
3 (2019).

4 16. The Individual PAGA Payments to Aggrieved Employees will be allocated
5 proportionally based on the number of applicable pay periods each Aggrieved Employee worked
6 for Defendant during the PAGA Period. Settlement Agreement § 3.2.4.1. The amount any
7 particular Aggrieved Employee will be entitled to recover will vary depending on the number of
8 pay periods he or she worked, with some entitled to receive more, and others less. This is fair, as
9 it directly allocates greater penalties to individual Aggrieved Employees who experienced a
10 higher number of alleged violations.

11 17. Based on the estimated number of Aggrieved Employees, on a raw average, each
12 Aggrieved Employee will receive approximately \$61.85 as a result of the Settlement. While this
13 is not insubstantial, the focus in a PAGA settlement is whether the settlement achieves the
14 purposes of the PAGA given that the lion's share of penalties goes directly to the State's coffers.

15 18. The Settlement Agreement further provides that Plaintiff will be entitled to
16 request an Enhancement Award in the amount of \$10,000.00. Settlement Agreement § 3.2.3.

17 19. The Settlement Agreement specifies up to one-third (1/3) of the Gross Settlement
18 Amount, or \$316,666.67, to be paid as attorneys' fees to Plaintiff's Counsel, as well as litigation
19 costs not to exceed \$20,000.00. Settlement Agreement § 3.2.1.

20 20. The Parties have selected Phoenix Settlement Administrators as the Settlement
21 Administrator. Settlement Agreement § 1.2. The Settlement Agreement allocates \$20,500.00 to
22 cover the costs related to the administration of the settlement. Settlement Agreement § 3.2.2.
23 Plaintiff's counsel believes that this amount is reasonable in relation to the value of the
24 settlement.

25 21. Any portion of the attorneys' fees and litigation costs, Enhancement Award to
26 Plaintiff and/or settlement administration costs not used or approved by the Court shall be added
27 to the Net Settlement Amount for distribution to the LWDA and Aggrieved Employees.

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23. At the time the Parties agreed to participate in mediation the state of the law regarding the impact of arbitration agreements on the ability of a plaintiff to bring a PAGA action in court was uncertain. The United States Supreme Court had granted review in *Viking River* and ultimately issued its decision on the date of the Parties' mediation. As this Court is likely aware, *Viking River* held that "the FAA preempts the rule of *Iskanian* insofar as it precludes division of PAGA actions into individual and non-individual claims through an agreement to arbitrate," meaning parties are "entitled to enforce [arbitration] agreement[s] insofar as [they] mandate[] arbitration of . . . individual PAGA claim[s]." *Viking River*, 142 S. Ct. at 1924-1925. Since *Viking River*, employers have argued that individual PAGA claims must be compelled to arbitration, and that non-individual PAGA claims must be dismissed. *See Viking River*, 142 S. Ct. at 1925 (providing that "[w]hen an employee's own dispute is pared away from a PAGA action, the employee is no different from a member of the general public, and PAGA does not allow such persons to maintain suit"). Thus, Defendant argued that if the Court compelled arbitration of Plaintiff's individual PAGA claim, no claims or issues would remain and dismissal of the non-individual PAGA claim would be required. *See Viking River*, 142 S. Ct. at 1925 (providing that once a plaintiff's individual PAGA claim has been committed to arbitration, the plaintiff "lacks statutory standing to continue to maintain her non-individual claims in court, and the correct course is to dismiss her remaining claims"). If Defendant were successful in this argument, the Court might have dismissed Plaintiff's non-individual PAGA claim altogether. While Plaintiff disputes these legal contentions, she evaluated the proposed settlement with these risks in mind.

24. Substantively, Plaintiff alleged various theories of liability. Plaintiff claimed that Defendant failed to pay sick pay wages at the regular rate of pay because employees regularly earned non-discretionary pay such as shift differentials, bonuses, and commissions in addition to their base hourly rate of pay. However, whenever employees took sick leave during the same

1 pay period Defendant paid employees at their base rate of pay. Plaintiff also alleged claims for
2 the nonpayment or under payment of minimum and overtime wages, failure to pay or under
3 payment of wages, overtime, sick leave, meal and rest period premiums at the regular rate of pay,
4 meal and rest periods, nonpayment or under payment of premiums for meal or rest period
5 violations, failure to pay reporting time pay, failure to timely pay wages, failure to pay all wages
6 due at termination, failure to maintain accurate records, failure to provide and/or maintain
7 accurate and itemized wage statements, failure to reimburse business expenses, and failure to
8 provide required rest days.

9 25. Each of these claims faced unique challenges if brought to trial. For example,
10 Defendant argued that Plaintiff cannot recover derivative waiting time penalties or assert a claim
11 for sick pay wages because there is no private right of action. *See* Cal. Lab. Code § 248.5
12 (providing only that “the Labor Commissioner or the Attorney General may bring a civil action
13 in a court of competent jurisdiction against the employer or other person violating this article”);
14 *see also, e.g., Titus v. McLane Foodservices, Inc.*, 2016 WL 4797297, at *4 (E.D. Cal. Sept. 14,
15 2016) (the sick pay “statute provides that only the LWDA may recover civil penalties for a
16 violation”); *Schroeder v. Envoy Air, Inc.*, 2016 WL 11520388, at *11 (C.D. Cal. Sept. 27, 2016)
17 (“because the legislature did not clearly and unmistakeably create a private right of action to
18 enforce section 246(h), the Court concludes that there is none available”). Regarding Plaintiffs’
19 claim for waiting time penalties, some courts have held that sick pay is not “wages” entitling
20 employees to Section 203 penalties even if underpaid. *See McPherson v. EF Intercultural*
21 *Found., Inc.*, 47 Cal. App. 5th 243, 263, 260 Cal. Rptr. 3d 640, 654 (2020), review denied (July
22 22, 2020) (“because paid sick leave is not considered a form of “wages,” employers are not
23 required to pay employees their unused sick leave on termination—accrued or not. (§ 246, subd.
24 (g)(1).)”).

25 26. Defendant also would have argued that, even if there were a private right of action
26 and any underpayment could be proven (which Defendant disputes), its payments to employees
27 were made pursuant to a good faith belief that it was paying sick pay correctly, and as a result,
28 Plaintiffs cannot establish that Defendant willfully failed to pay the sick pay wages at separation

1 of employment and/or that a good faith dispute exists as to whether the allegedly underpaid sick
2 pay amounts to wages due. *Id.* This is a legal defense that, if successful, could potentially defeat
3 Plaintiffs' Section 203 claim. *Chavez v. Converse, Inc.*, 2020 WL 1233919, at *1 (N.D. Cal.
4 2020) (holding that an employer's failure to pay is not willful where there is uncertainty in the
5 law or a "good faith mistaken belief that wages are not owed").

6 27. Similarly, on Plaintiff's wage statement claim, Plaintiff would face the additional
7 burden of demonstrating that any alleged omission of information from the wage statements was
8 a "knowing and intentional failure" by Defendant to comply with Labor Code § 226(a). *See*
9 *Harris v. Vector Mktg. Corp.*, 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009) (granting
10 summary judgment in favor of employer and finding its conduct was not "knowing and
11 intentional"); Defendant also would have argued that penalties under Section 226 are subject to a
12 similar "good faith" defense as articulated above in the context of Plaintiffs' claims for waiting
13 time penalties. *See, e.g., Apodaca v. Costco Wholesale Corp.*, 2014 WL 2533427, at *3 (C.D.
14 Cal. June 5, 2014) ("Where an employer has a good faith belief that it is not in violation of
15 Section 226, any violation is not knowing and intentional."); *Wright v. Adventures Rolling Cross*
16 *Country, Inc.*, 2013 WL 1758815, at *9 (N.D. Cal. Apr. 24, 2013) (same); *Ricaldai v. U.S.*
17 *Investigations Servs., LLC*, 878 F. Supp. 2d 1038, 1047 (N.D. Cal. 2012) (same); *Dalton v. Lee*
18 *Publ'ns, Inc.*, 2011 WL 1045107, at *5 (S.D. Cal. Mar. 22, 2011) (same).

19 28. Defendant also would have argued that even if Plaintiff's could demonstrate that
20 Defendant paid meal and/or rest periods at the incorrect rate of pay, Plaintiff would still be
21 required to demonstrate an underlying violation of the Labor Code. *See Brinker Rest. Corp. v.*
22 *Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) ("On the other hand, the
23 employer is not obligated to police meal breaks and ensure no work thereafter is performed.").

24 29. From a broader perspective, Defendant also would have argued that the PAGA
25 claims were unmanageable, which presented significant risk especially considering the Court of
26 Appeal's recent holding in, *Wesson v. Staples the Off. Superstore, LLC*, 68 Cal. App. 5th 746,
27 283 Cal. Rptr. 3d 846 (2021), *reh'g denied* (Sept. 27, 2021), review filed (Oct. 19, 2021)
28 (upholding trial court's order striking PAGA claim as unmanageable). These defenses present a

1 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not
2 be awarded. *Id.*

3 30. Finally, pursuant to Labor Code section 2699(f)(2) the Court can decline to award
4 PAGA penalties where “if, based on the facts and circumstances of the particular case, to do
5 otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” In
6 other words, were this matter to go to trial, any award granted would be at the discretion of the
7 Court. Plaintiff further recognizes that there may be reasons that the Court would be unwilling to
8 issue an award in this matter even if Plaintiff were able to prove the PAGA violation at trial.

9 31. Indeed, as shown in the Court of Appeal’s decision in *Carrington v. Starbucks*
10 *Corp.*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the
11 maximum PAGA penalty amount by 90%, citing the employer’s good faith attempt at complying
12 with the law. 30 Cal. App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such
13 reduction to be proper. *Id.* at 539. Courts have also suggested that a reduction of civil penalties
14 may be appropriate where the alleged violation is a technical one. *Raines v. Coastal Pacific*, 23
15 Cal. App. 5th 667, 681 (2018) (“[A] trial court has discretion in awarding civil penalties and may
16 reduce the award for technical violations that cause no injury”). Defendant argued that if a court
17 were to find it liable for the violations alleged, any penalties awarded should be reduced under
18 this other similar line of reasoning that would render any such award of penalties as unjust,
19 arbitrary, and oppressive, and/or confiscatory.

20 32. Carrington is not the only cautionary tale. In *Magadia v. Wal-Mart Assocs. et al.*,
21 while the trial court imposed substantial PAGA penalties upon the defendant, such amount still
22 represented reductions of 67% and 80% of the potential PAGA penalties at issue. 2019 U.S.
23 Dist. Lexis 91792 at *87-*100. Moreover, this was only after the plaintiff in Magadia had
24 prevailed after trial. Thereafter, the Ninth Circuit reversed a substantial judgment in favor of the
25 plaintiff and the aggrieved employees. *Magadia v. Wal-Mart Assocs., Inc.*, 999 F.3d 668, 682
26 (9th Cir. 2021).

27 33. While Plaintiff maintains that there does not exist any reason for reducing PAGA
28 penalties here, Plaintiff is aware that Defendant’s defenses could be persuasive to the Court.

1 Accordingly, Plaintiff factored in those evaluations into the proposed settlement amount

2 **POTENTIAL CIVIL PENALTIES**

3 34. At the time of mediation, Defendant estimated there were approximately 72,000
4 pay periods at issue during the PAGA Period. From this, Plaintiff calculated a maximum
5 exposure of approximately \$7.2 million. (\$100 x 72,000 pay periods). This assumes complete
6 victory at trial and that the Court would award the maximum penalty of \$100 per pay period,
7 which is far from certain as discussed above. Further, while the PAGA provides for a heightened
8 penalty for a “subsequent violation,” courts are hesitant to award the heightened penalty absent a
9 showing of a prior violation. *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008);
10 *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* 2009 WL
11 2448430, at *9 (S.D. Cal. Aug. 10, 2009) (“[u]nder California law, courts have held that
12 employers are not subject to heightened penalties for subsequent violations unless and until a
13 court or commissioner notifies the employer that it is in violation of the Labor Code”); *see also*
14 *Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) (holding no subsequent penalty
15 unless prior citation or court ruling).

16 35. Here, the Gross Settlement Amount is \$950,000.00, which is approximately 13%
17 of the total estimated exposure. The proposed settlement exceeds PAGA settlements that courts
18 have approved in other cases, when considered as a percentage of the overall settlement value of
19 the case. *See, e.g., Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. Apr. 3, 2009)
20 (approving total PAGA allocation that was 0.49% of \$408,420.32 gross settlement; *Moore v.*
21 *PetSmart, Inc.*, 2015 WL 5439000, *8 (N.D. Cal. Aug. 4, 2015) (approving total PAGA
22 allocation that was 0.5% of \$10,000,000 gross settlement); *Lusby v. Gamestop Inc.*, 97 F.R.D.
23 400, 407 (N.D. Cal. 2013) (approving total PAGA allocation that was 0.67% of \$750,000 gross
24 settlement). A PAGA allocation need not represent any particular percentage of the overall
25 settlement value in order to secure court approval, and courts routinely approve PAGA
26 settlements representing only a tiny fraction of the overall settlement value

27 36. I strongly believe that Plaintiff can prevail at trial. However, after taking into
28 account sharply disputed factual and legal issues involved in this litigation, the risks attending

1 further prosecution, and the substantial benefits to be received pursuant to the compromise and
2 settlement of the litigation, I have concluded that settlement on the terms set forth in the
3 Settlement Agreement is appropriate and in the best interests of Plaintiff and the Aggrieved
4 Employees.

5 37. While Plaintiff maintains that there does not exist any reason for reducing PAGA
6 penalties here, Plaintiff is aware that Defendant's defenses could be persuasive to the Court.
7 Accordingly, Plaintiff factored in those evaluations into the proposed settlement amount.

8 **ATTORNEY EXPERIENCE**

9 38. My firm has a great deal of experience in wage and hour class action litigation
10 and has been approved as class counsel in a number of class actions.

11 39. I am one of the primary attorneys on this matter. My qualifications are as
12 follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in
13 2013, magna cum laude. I was in the top 5% of my class. During my time at Southwestern, I
14 was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for
15 achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at
16 the United States District Court for the Central District. Immediately after law school, I taught
17 several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I
18 taught those courses for approximately four years.

19 40. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately
20 September 2013, through January 2016. I was third-chair in a federal court jury trial that
21 resulted in a defense verdict in our client's favor on a \$21 million commercial breach of contract
22 dispute. I also regularly litigated cases across the civil litigation spectrum, including
23 employment matters.

24 41. From February 2016, through Fall 2017, I practiced at the international law firm
25 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
26 companies in Multi-District Litigation primarily in the product liability sphere. I also
27 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
28 judgment decision regarding trade secret issues, in addition to working in several other practice

1 groups.

2 42. From September 2017, through September 2018, I served as a law clerk to a
3 Judge sitting on the United States District Court, Central District of California. I regularly
4 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
5 working on wage and hour class actions.

6 43. I am currently an associate at the law firm Diversity Law Group, P.C., an
7 employment law firm that has handled numerous wage and hour class and individual actions, on
8 both plaintiff and defense sides. My current practice focuses on employment matters involving
9 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
10 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
11 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
12 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,
13 including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-
14 001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No.
15 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson*
16 *Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); and *Rodas v.*
17 *Goodyear Tire* (Case No. 21-cv-07526, United States District Court, Central District of
18 California), among many others.

19 44. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of
20 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June
21 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
22 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

23 45. I have also assisted the firm in numerous wage and hour class action mediations.

24 **LITIGATION COSTS**

25 46. At the time the Parties negotiated the Settlement Agreement, I did not have a final
26 tally of the litigation costs incurred to date. As such, the Parties included a maximum amount
27 that could be attributed to costs under the settlement.

28 47. Diversity Law Group requests litigation costs in the amount of \$9,961.42.

1 Plaintiff's counsel believes this request is reasonable, especially in light of the fact that the
2 Parties agreed that Plaintiff's counsel may seek up to \$20,000.00 in litigation costs under the
3 Settlement Agreement and the costs are all directly incurred as a result of the litigation.

4 48. The requested amount of \$9,961.42 includes costs that were all directly incurred
5 in the prosecution of this action, including, but not limited to, filing/service fees, court fees, and
6 mediation fees. Attached hereto as **Exhibit B** is a true and correct copy of the costs incurred to
7 date.

8 **NOTICE TO LWDA**

9 49. Pursuant to PAGA, my office uploaded the motion, Settlement Agreement, and
10 proposed order to the LWDA's website on January 20, 2023. In addition, my office shall submit
11 to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
12 within ten (10) days after entry of judgment or order.

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

15 Executed on this 20th day of January 2023, at Los Angeles, California.

16 
17 Max W. Gavron

EXHIBIT A

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement ("Agreement") is made by and between Porscha Le Ai ("Plaintiff"), on behalf of herself and the allegedly aggrieved employees she claims to represent ("Aggrieved Employees"), on the one hand, and Progressive Casualty Insurance Company ("PCIC"), on the other hand. Plaintiff and PCIC are collectively referred to as the "Parties," or individually as a "Party."

1. DEFINITIONS.

In addition to the other terms defined in this Settlement, the terms below have the following meaning:

- 1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against PCIC captioned *Porscha Le Ai v. Progressive Casualty Insurance Company*, Case No. 34-2021-00308276 initiated on September 20, 2021, and pending in the Superior Court of the State of California, County of Sacramento.
- 1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid.
- 1.4. "Aggrieved Employees" means any and all individuals currently or formerly employed in hourly or non-exempt positions in California at any time from September 21, 2020 through August 31, 2022 (the "PAGA Period").
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in PCIC's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for Aggrieved Employees' current mailing addresses using reasonably available sources, methods and means including the National Change of Address ("NCOA") database and skip traces.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. "Court" means the Superior Court of California, County of Sacramento.
- 1.9. "Defense Counsel" means Margaret Rosenthal and Nicholas Poper of Baker & Hostetler LLP.
- 1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final.
- 1.11. "Enhancement Award" means the amount the Court awards to Plaintiff for her services as the representative of the Aggrieved Employees, which will be up to Ten Thousand

Dollars (\$10,000). This payment shall be paid from the Gross Settlement Amount and will not be opposed by PCIC. This Enhancement Award is subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution.

- 1.12. "Gross Settlement Amount" means Nine Hundred Fifty Thousand Dollars (\$950,000) which is the total amount PCIC agrees to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award, and the Administrator's Expenses Payment.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of the PAGA Employee Amount, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. "LWDA PAGA Payment" means the amount paid to the LWDA under Labor Code section 2699, subd. (i), which will be seventy-five percent (75%) of the Net Settlement Amount.
- 1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award, and the Administration Expenses Payment.
- 1.18. "Operative Complaint" means the Second Amended Complaint attached to this Agreement as Exhibit "A" which the Parties stipulate to filing subject to the terms of this Agreement.
- 1.19. "PAGA Counsel" means Howard L. Magee, Larry W. Lee, and Max W. Gavron of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group, the attorneys representing the Plaintiff in the Action.
- 1.20. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. "PAGA Employee Amount" means the amount of PAGA penalties to be paid to Aggrieved Employees, which will be twenty-five percent (25%) of the Net Settlement Amount.
- 1.22. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for PCIC for at least one day during the PAGA Period.
- 1.23. "PAGA Period" means the period from September 21, 2020 through August 31, 2022.
- 1.24. "PAGA" means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

- 1.25. "PAGA Notice" means Plaintiff's August 19, 2021 letter to PCIC and the LWDA and Plaintiff's July 12, 2022 letter to PCIC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.26. "Plaintiff" means Porscha Le Ai, the named plaintiff in the Action.
- 1.27. "PCIC" means Progressive Casualty Insurance Company and its subsidiary and affiliated companies who employed any Aggrieved Employees in California during the PAGA Period.
- 1.28. "Released Claims" means the claims being released by the Plaintiff and Aggrieved Employees and as described in Paragraph 5 below.
- 1.29. "Released Parties" means: PCIC and each of PCIC's current, former and future parent, subsidiary and affiliated companies, and its/their agents, officers, shareholders, directors, employees, including successors and assigns, related or affiliated companies' predecessors and successors; and, with respect to all such entities, all of its/their past and present employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under or in concert with any such persons or entities.
- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On September 20, 2021, Plaintiff commenced this Action by filing a Complaint against PCIC in Sacramento County Superior Court, asserting purported class and individual claims. On January 7, 2022, Plaintiff filed a First Amended Complaint against PCIC, adding a representative PAGA claim. For the purpose of facilitating this Settlement of the Action, the Parties stipulate to the filing of a Second Amended Complaint (referred to in this Agreement as the Operative Complaint), subject to the terms of this Agreement.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to PCIC and the LWDA by sending the PAGA Notice.
- 2.3. On June 15, 2022, the Parties participated in an all-day mediation presided over by mediator Michael J. Loeb, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, the Parties conducted significant investigation and discovery of the facts and law. PCIC produced documents relating to its policies, practices, and procedures relevant to Plaintiff's claims, as well as data points sufficient for Plaintiff to understand the number of pay periods in the PAGA Period and the estimated number of Aggrieved Employees. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.
- 2.5. PCIC recognizes that the defense of this litigation may be protracted and expensive. Substantial amounts of time, energy, and resources of the defense have been and,

unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. PCIC, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

- 2.6. PCIC generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged and denies any failure to comply with the laws identified in the Operative Complaint. Neither this Agreement, nor any document referred to or contemplated by this Agreement, nor any action taken to carry out this Settlement, is or may be construed as, or may be used as an admission, concession, or indication by or against PCIC or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

3. **MONETARY TERMS.**

- 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 10 below, PCIC promises to pay Nine Hundred Fifty Thousand Dollars (\$950,000) and no more as the Gross Settlement Amount. PCIC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to PCIC.

- 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be Three Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$316,666.67) and PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars (\$20,000.00). PCIC will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed Twenty Thousand Five Hundred Dollars (\$20,500.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To Plaintiff: An Enhancement Award not to exceed Ten Thousand Dollars (\$10,000) for Plaintiff's services as the representative of the Aggrieved Employees. This payment shall be paid from the Gross Settlement Amount and

will not be opposed by PCIC. This Enhancement Award is subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount.

3.2.4. To the LWDA and the Aggrieved Employees: The Net Settlement Amount in the amount of approximately Five Hundred Eighty-Two Thousand Eight Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$582,833.33), with 75% (\$437,125.00) allocated to the LWDA PAGA Payment and 25% (\$145,708.33) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employee Amount by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. **Aggrieved Employee Data.** Within fifteen (15) days of the Effective Date, PCIC will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. PCIC has a continuing duty to notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which PCIC must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. **Funding of Gross Settlement Amount.** PCIC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

4.3. **Payments from the Gross Settlement Amount.** Within fifteen (15) days after PCIC funds the Gross Settlement Amount, the Administrator will be responsible for mailing checks for all Individual PAGA Payments and the LWDA PAGA Payment to the LWDA, and disbursement of the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award, and the Administrator's Expenses Payment.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel

all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the NOCA Database.

- 4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.3.4. The payment of Individual PAGA Payments shall not obligate PCIC to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when PCIC fully funds the entire Gross Settlement Amount, Plaintiff and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's Release:

Plaintiff is providing a separate and confidential general release and settlement agreement which includes a dismissal of her individual claims asserted in the Action with prejudice, in exchange for a separate settlement payment. The general release in the individual settlement agreement excludes the PAGA claims brought in the Action, which claims shall be released by Plaintiff through this Agreement.

5.2. Release by Aggrieved Employees:

Each of the Aggrieved Employees, including Plaintiff, will fully release and forever discharge any and all claims under the California Private Attorneys' General Act ("PAGA") for civil penalties against PCIC or the Released Parties during the PAGA Period, that have been asserted or that could have been asserted based on the facts alleged in the Action and/or in the PAGA Notice, including, but not limited to, the nonpayment or under payment of minimum and overtime wages, failure to pay or under payment of wages, overtime, sick leave, meal and rest period premiums at the regular rate of pay, meal and rest periods, nonpayment or under payment of premiums for meal or rest period violations, failure to pay reporting time pay, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide and/or maintain accurate and itemized wage statements, failure to reimburse business expenses, failure to provide required rest days, nonpayment or under payment of paid sick leave under state or local statutes, laws, regulations or

ordinances, nonpayment of paid time off or vacation pay, and claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law (the "Released Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. **Plaintiff's Responsibilities.** Prior to filing the application or motion for approval of this Settlement, Plaintiff will prepare and deliver to Defense Counsel (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a draft motion for approval of this Settlement.
- 6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. **Selection of Administrator.** The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT.

- 8.1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 8.2. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. CONDITIONS PRECEDENT TO EFFECTIVE OF SETTLEMENT.

- 9.1. Solely for the purpose of facilitating this Settlement of the Action, the Parties stipulate to the filing of the Operative Complaint. The Parties agree that PCIC is not required to file a response to the Operative Complaint and maintains all available defenses to the allegations in the Operative Complaint.
- 9.2. If the Court denies entry of Approval of this Settlement or this Settlement does not become effective for any reason, the following will occur:
- 9.2.1. The Parties' stipulation to the filing of the Operative Complaint will be deemed revoked as of the date the Court denies entry of Approval of this Settlement and the Operative Complaint will be deemed stricken;
- 9.2.2. The status of each of the Action will be deemed to return to its status at the time immediately prior to this Settlement, as if the Parties had never executed this Agreement and as if the Operative Complaint had never been filed; and
- 9.2.3. To the extent required by any court or otherwise necessary, Plaintiff will take all necessary steps to give effect to this Section 9.2.

10. ADDITIONAL PROVISIONS.

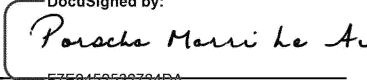
- 10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by PCIC that any of the allegations in the Operative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

no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and PCIC, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, PCIC nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by PCIC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.16. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.17. **Enforcement.** Should either Party be required to enforce the terms of this Agreement, they agree that the prevailing Party to any action necessary to enforce the terms of this Settlement shall be entitled to reasonable attorneys’ fees and costs related thereto. The Parties intend this Agreement to be binding and enforceable pursuant to Code of Civil Procedure § 664.6.

Dated: 10-07, 2022

DocuSigned by:

F7E9452532724DA...
PORSCHA LE AI

Dated: _____, 2022

PROGRESSIVE CASUALTY INSURANCE
COMPANY

By: _____
Its: _____

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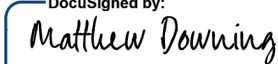
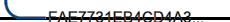
Dated: _____, 2022

PORSCHA LE AI

10/13/2022 | 12:14 PM PDT

Dated: _____, 2022

PROGRESSIVE CASUALTY INSURANCE
COMPANY

By: 
Its: 
Vice President

APPROVED AS TO FORM

Dated: October 10, 2022

10/18/2022 | 6:10 PM EDT

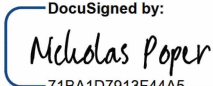
Dated: _____, 2022

DIVERSITY LAW GROUP, P.C.

By: 
Howard L. Magee
Larry W. Lee
Max W. Gavron

Attorneys for Plaintiff

BAKER & HOSTETLER LLP

By: 
71BA1D7013E44A5
Margaret Rosenthal
Nicholas D. Poper

Attorneys for Defendant

EXHIBIT A

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Larry W. Lee (State Bar No. 228175)
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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

SECOND AMENDED COMPLAINT FOR:

- (1) DISABILITY DISCRIMINATION IN VIOLATION OF THE FEHA;**
- (2) RETALIATION IN VIOLATION OF THE FEHA;**
- (3) FAILURE TO ACCOMMODATE IN VIOLATION OF THE FEHA;**
- (4) WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- (5) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
- (6) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;**
- (7) VIOLATION OF LABOR CODE § 2698, ET SEQ.;**

DEMAND OVER \$25,000

Plaintiff Porscha Le Ai ("Plaintiff") hereby submits this class, representative, and individual action complaint against Defendant Progressive Casualty Insurance Company ("Defendant") and Does 1-50 (hereinafter collectively referred to as "Defendants"). Plaintiff

1 brings individual claims for disability discrimination and related claims in violation of the Fair
2 Employment and Housing Act, as well as representative action claims on behalf of herself and all
3 other similarly situated current and former employees of Defendant for violations of the
4 California Labor Code as follows:

5 **INTRODUCTION**

6 1. This action is within the Court's jurisdiction under California Labor Code §§ 200,
7 201-203, 204, 226, 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1194, 1197, and 2802
8 and the California Industrial Welfare Commission's ("IWC") Wage Orders.

9 2. This complaint challenges systemic illegal employment practices resulting in
10 violations of the California Labor Code against employees of Defendant. This complaint also
11 challenges Defendant's violations of the Fair Employment and Housing Act against Plaintiff
12 individually. On or about May 21, 2021, Plaintiff was constructively terminated on account of
13 her disability.

14 3. Plaintiff is informed and believes and based thereon alleges that Defendants
15 jointly and severally have acted intentionally and with deliberate indifference and conscious
16 disregard to the rights of all employees by: (a) failing to properly calculate the regular rate of pay
17 for purposes of paying sick pay; (b) failing to provide accurate itemized wage statements; (c)
18 failing to pay all final wages upon separation of employment; (d) failing to pay all minimum and
19 overtime wages as a result of off-the-clock work in violation of Labor Code §§ 510, 558, 1194,
20 and 1197; (e) failing to provide off-duty meal and rest periods and/or pay all meal and rest period
21 premiums at the correct regular rate of pay that included all non-discretionary remuneration, in
22 violation of Labor Code §§ 226.7 and 512; (f) failing to pay reporting time pay for scheduled
23 shifts where no work was provided; (g) failing to provide required rest days for each seven
24 continuous days of work in violation of Labor Code §§ 551, 552, and 556; (h) failing to
25 reimburse business expenses in violation of Labor Code § 2802; (i) failing to pay wages in a
26 timely manner in violation of Labor Code § 204; (j) failing to properly pay time off or vacation
27 pay at time of separation from employment in violation of Labor Code § 227.3; and (k) failing to
28 pay all wages owed upon separation of employment in violation of Labor Code §§ 201-203.

4. Plaintiff is informed and believes and based thereon alleges that Defendants have engaged in, among other things a system of willful violations of the California Labor Code and applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

JURISDICTION AND VENUE

5. The Court has jurisdiction over the violations of the California Labor Code §§ 200, 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1197, 2802, and 2698.

6. Venue is proper in Sacramento County because Plaintiff worked for Defendants in Sacramento County.

7. In addition, jurisdiction and venue are proper in this Court pursuant to the California Fair Employment and Housing Act (the “FEHA”), California Government Code § 12965(b), because the unlawful employment actions occurred in this County and the relevant records are located in this County.

8. Plaintiff has met all the jurisdictional requirements for proceeding with her individual claims under the FEHA, including without limitation, California Government Code §§ 12960 and 12965, by timely filing an administrative complaint against Defendant with the California Department of Fair Employment and Housing (the “DFEH”) on or about September 17, 2021. On or about September 17, 2021, Plaintiff received her right-to-sue letter from the DFEH against Defendant. Attached as **Exhibit A** is a true and correct copy of Plaintiff’s DFEH Charge and Right to Sue Notice.

PARTIES

9. Plaintiff was employed by Defendants as an hourly, non-exempt employee from about June 2018, through about May 21, 2021. Plaintiff worked as a customer service manager.

10. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 200, 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1197, 2802, and 2698 and the applicable IWC Wage Orders.

1 11. Plaintiff is informed and believes and based thereon alleges that Defendant
2 Progressive Casualty Insurance Company was and is an Ohio corporation doing business in the
3 State of California and County of Sacramento.

4 12. Plaintiff is informed and believes and based thereon alleges that at all times herein
5 mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and
6 partnerships, licensed to do business and actually doing business in the State of California.

7 13. As such, and based upon all the facts and circumstances incident to Defendants'
8 business in California, Defendants are subject to California Labor Code §§ 200, 201, 202, 203,
9 204, 226(a), 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1197, and 2802, and the
10 applicable IWC Wage Orders.

11 14. Plaintiff does not know the true names or capacities, whether individual, partner
12 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
13 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
14 complaint when the true names and capacities are known. Plaintiff is informed and believes and
15 based thereon alleges that each of said fictitious defendants were responsible in some way for the
16 matters alleged herein and proximately caused Plaintiff and the class to be subject to the illegal
17 employment practices, wrongs and injuries complained of herein.

18 15. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
20 Defendants, and each of them, were the agents, servants and employees of each of the other
21 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
22 acting within the course and scope of said agency and employment.

23 16. Plaintiff is informed and believes and based thereon alleges that at all times
24 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
25 joint venturer of, or working in concert with each of the other co-defendants and was acting
26 within the course and scope of such agency, employment, joint venture, or concerted activity. To
27 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
28 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting

Defendants.

17. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

18. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

INDIVIDUAL FACTUAL ALLEGATIONS

19. Plaintiff began employment with Defendant in about June 2018. Plaintiff worked in customer service management and performed her duties with the skill and attention required of her position.

20. In November 2020, Plaintiff contracted COVID-19 and suffered from significant symptoms, which persisted and impacted activities of daily living. Plaintiff's physician placed her off of work from November 10, 2020, through December 6, 2020, because of her medical condition.

21. On December 7, 2020, Plaintiff returned to work. Plaintiff continued to suffer from long-lasting symptoms related to her diagnosis, however. These symptoms impacted Plaintiff's ability to perform activities of daily living. As a result, Plaintiff's physician placed her off of work on February 3, 2021; February 4, 2021; and February 6, 2021, through February 8, 2021.

22. On February 11, 2021, Defendant's Human Resources Representative Tamika Jackson sent an email to Plaintiff requiring her to return to work on February 12, 2021. Despite Plaintiff's condition and continued suffering from lasting COVID-19 symptoms, Plaintiff returned to work and performed her duties to the best of her ability.

1 23. In or about February 2021, Plaintiff requested to work night shifts starting at
2 about 4:00 P.M. Plaintiff explained to Defendant that she experienced terrible migraines in the
3 mornings due to COVID-19's lasting effects, and that her condition would improve as the day
4 wore on. Thus, starting work at 4:00 P.M. or later would be helpful in managing Plaintiff's
5 condition. Defendant denied Plaintiff this requested accommodation.

6 24. On February 12, 2021, Plaintiff spoke to her supervisor Nikia S. Hood regarding
7 Defendant's attendance policy. Specifically, Plaintiff requested that Defendant apply its ordinary
8 attendance rules to her situation. Under Defendant's usual attendance policy, one illness counted
9 as a single occurrence regardless of the number of days that were missed because of the illness.
10 Plaintiff requested this because if she missed multiple days of work because of COVID-19, her
11 illness would only count as one missed day. Although Ms. Hood conceded this was Defendant's
12 policy, Defendant would not apply this policy to Plaintiff's situation. Ms. Hood further stated
13 that Ms. Hood's superiors had already decided to apply a different attendance policy to
14 employees who suffered from COVID-19.

15 25. Plaintiff continued to work to the best of her abilities but missed additional days
16 of work because of her illness. On May 15, 2021, Plaintiff took additional time off work because
17 of her COVID-19 symptoms.

18 26. On May 20, 2021, Defendant provided Plaintiff with an ultimatum. Plaintiff was
19 required to either return to work by May 22, 2021, or face accelerated discipline, including
20 termination. Because Plaintiff continued to suffer from the ill effects of COVID-19 and
21 Defendant's discriminatory ultimatum, Plaintiff was forced to tender her resignation on May 21,
22 2021. In effect, Defendant constructively terminated Plaintiff's employment.

23 27. Defendant's afore-referenced conduct and act of wrongfully terminating
24 Plaintiff's employment on May 21, 2021, amounted to disability discrimination, retaliation, and
25 failure to provide a reasonable accommodation in violation of the FEHA, California Government
26 Code § 12940, *et seq.*

27 28. As an actual and proximate result of the illegal employment actions of Defendant,
28 Plaintiff has suffered and continues to suffer pain, humiliation, severe emotional distress, trauma,

1 and sleeplessness. Plaintiff has also suffered lost wages, including without limitation, loss of
2 salary and benefits. Plaintiff also has suffered a loss in earning capacity. Thus, Plaintiff has
3 suffered economic and non-economic losses in an amount greater than this Court's jurisdictional
4 minimum of \$25,000. Plaintiff seeks lost wages and loss in earning capacity, as well as
5 compensatory damages for pain and suffering, inconvenience, and mental anguish. Plaintiff also
6 seeks punitive damages, interest, attorneys' fees, and costs, as permitted by law.

7 **FIRST CAUSE OF ACTION**

8 **DISABILITY DISCRIMINATION IN VIOLATION OF THE FEHA**

9 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

10 29. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
11 though fully set forth herein.

12 30. At all times mentioned herein, California's Fair Employment and Housing Act,
13 California Government Code § 12900, *et seq.*, was in full force and effect and binding on
14 Defendant, as Defendant regularly employed ten or more persons.

15 31. California Government Code § 12940(a) prohibits Defendant from discriminating
16 against any employee on the basis of disability. Pursuant to California Government Code §
17 12926.1(b), "disability" includes, without limitation, protection from discrimination due to actual
18 or perceived physical or mental condition that is disabling, potentially disabling, or perceived as
19 disabling or potentially disabling.

20 32. Plaintiff suffered long-lasting effects in connection with contracting COVID-19 in
21 November 2020, necessitating medical leaves of absence. Said condition limited her abilities to
22 perform life activities, including without limitation, working. Moreover, given that Plaintiff's
23 physician imposed medical restrictions limiting her ability to work, Plaintiff is informed and
24 believes, and based thereon alleges, that she was perceived as disabled by Defendant. Plaintiff is
25 informed and believes, and based thereon alleges, that she was wrongfully terminated because
26 she was actually disabled and/or perceived as disabled.

27 33. As a proximate result of Defendant's discrimination against Plaintiff, she has
28 suffered and continues to suffer compensatory damages, including without limitation, lost wages,

1 loss of future earnings and earning capacity, loss of bonuses and deferred compensation,
2 emotional distress, mental anguish, embarrassment, humiliation, and loss of future advancement,
3 in the amount of at least \$25,000.00, according to proof at the time of trial, which is in excess of
4 the jurisdictional minimum for this lawsuit to qualify as an unlimited civil action. Plaintiff claims
5 such amounts as damages, together with prejudgment interest accruing from the date of the filing
6 of this action pursuant to California Civil Code §§ 3281 and/or 3288, and/or any other provision
7 of law providing for prejudgment interest.

8 34. As a proximate result of Defendant's discrimination against Plaintiff, she has been
9 forced to hire attorneys to prosecute the claims alleged herein, and has incurred and is expected
10 to continue to incur attorneys' fees. Pursuant to California Government Code § 12965(b),
11 Plaintiff requests the award of attorneys' fees against Defendant.

12 35. Defendant committed the acts alleged herein maliciously, fraudulently, and
13 oppressively, callously, in bad faith, with the wrongful intent of injuring Plaintiff, and in
14 conscious disregard of Plaintiff's rights and safety. As such, Plaintiff is entitled to an award of
15 punitive damages in an amount according to proof.

16 **SECOND CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF THE FEHA**

18 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

19 36. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
20 though fully set forth herein.

21 37. California Government Code § 12940(m) prohibits employers from retaliating
22 against an employee for requesting accommodation for his or her physical or mental disability,
23 regardless of whether the request was granted.

24 38. Defendant is liable under Government Code § 12940(m) for retaliating against
25 Plaintiff because she exercised her right to take a protected leave of absence in connection with
26 her medical condition. In retaliation for taking said medical leave of absence, Defendant issued
27 an ultimatum to Plaintiff to return to work and constructively terminated her employment.

28 39. As a proximate result of Defendant's retaliation against Plaintiff, she has suffered

1 and continues to suffer compensatory damages, including without limitation, lost wages, loss of
2 future earnings and earning capacity, loss of bonuses, emotional distress, mental anguish,
3 embarrassment, humiliation, loss of future advancement, and damage to her reputation in the
4 business community, in the amount of at least \$25,000.00, according to proof at the time of trial,
5 which is in excess of the jurisdictional minimum for this lawsuit to qualify as an unlimited civil
6 action. Plaintiff claims such amounts as damages, together with prejudgment interest accruing
7 from the date of the filing of this action pursuant to California Civil Code §§ 3281 and/or 3288,
8 and/or any other provision of law providing for prejudgment interest.

9 40. As a proximate result of Defendant's retaliation against Plaintiff, she has been
10 forced to hire attorneys to prosecute the claims alleged herein, and has incurred and is expected
11 to incur attorneys' fees. Pursuant to California Government Code § 12965(b), Plaintiff requests
12 the award of attorneys' fees against Defendant.

13 41. Defendant committed said acts alleged herein against Plaintiff, maliciously,
14 fraudulently, and oppressively, callously, in bad faith, with the wrongful intent of injuring
15 Plaintiff, and in conscious disregard of Plaintiff's rights. As such, Plaintiff is entitled to punitive
16 damages from the Defendant in an amount according to proof.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO ACCOMMODATE IN VIOLATION OF THE FEHA**

19 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

20 42. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
21 though fully set forth herein.

22 43. California Government Code § 12940(m) requires an employer to make
23 reasonable accommodations for physical and/or mental disabilities of an employee. Defendant
24 denied Plaintiff reasonable accommodations, including allowing Plaintiff to take a medical leave
25 of absence in order to address her medical condition.

26 44. As a proximate result of Defendant's failure to accommodate Plaintiff, she has
27 suffered and continues to suffer compensatory damages, including without limitation, lost wages,
28 loss of future earnings and earning capacity, loss of bonuses and deferred compensation,

1 emotional distress, mental anguish, embarrassment, humiliation, and loss of future advancement,
2 in the amount of at least \$25,000.00, according to proof at the time of trial, which is in excess of
3 the jurisdictional minimum for this lawsuit to qualify as an unlimited civil action. Plaintiff claims
4 such amounts as damages, together with prejudgment interest accruing from the date of the filing
5 of this action pursuant to California Civil Code §§ 3281 and/or 3288, and/or any other provision
6 of law providing for prejudgment interest.

7 45. As a proximate result of Defendant's failure to accommodate Plaintiff, she has
8 been forced to hire attorneys to prosecute the claims alleged herein, and has incurred and is
9 expected to continue to incur attorneys' fees. Pursuant to California Government Code §
10 12965(b), Plaintiff requests the award of attorneys' fees against Defendant.

11 **FOURTH CAUSE OF ACTION**

12 **WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY**
13 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

14 46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
15 though fully set forth herein.

16 47. At all times mentioned herein, the public policy of the State of California, as
17 codified, expressed and mandated in the FEHA, prohibits employers from discriminating and
18 retaliating against employees because of their protected characteristics, including their disabled
19 status. Cal. Govt. Code § 12940(a), *et seq.* Nevertheless, Defendant violated these public policies
20 by constructively terminating Plaintiff on or about May 21, 2021, because of her actual and/or
21 perceived disabilities.

22 48. As a proximate result of Defendant's wrongful termination of Plaintiff, she has
23 suffered and continues to suffer compensatory damages, including without limitation, severe
24 emotional distress, lost wages, benefits, and compensation, and loss of future earnings and
25 earning capacity in the amount of at least \$25,000.00, according to proof at the time of trial,
26 which is in excess of the jurisdictional minimum for this lawsuit to qualify as an unlimited civil
27 action. Plaintiff claims such amounts as damages, together with prejudgment interest accruing
28 from the date of the filing of this action pursuant to California Civil Code §§ 3281 and/or 3288,

1 and/or any other provision of law providing for prejudgment interest.

2 49. Further, because the wrongful acts against Plaintiff were carried out, authorized,
3 or ratified by Defendant's directors, officers, and/or managing agents, acting with malice,
4 oppression, or fraud, or were deliberate, willful, and in conscious disregard of the probability of
5 causing injury to Plaintiff, he seeks punitive damages to deter Defendant from committing said
6 illegal acts in the future.

7 **FIFTH CAUSE OF ACTION**

8 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

9 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

10 50. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
11 though fully set forth herein.

12 51. When Defendant committed the acts described above, it did so deliberately and
13 intentionally to cause Plaintiff to suffer humiliation, mental anguish, and emotional distress. The
14 outrageousness of the above-described conduct is amplified due to upper management's abuse of
15 their positions with actual and apparent authority over Plaintiff, such as is commonly found in
16 employment relationships. Defendant was aware that its unlawful acts would cause Plaintiff to
17 suffer extreme emotional distress and other consequential damages.

18 52. The above-said acts of Defendant constituted intentional infliction of emotional
19 distress against Plaintiff and such conduct of the Defendant was a substantial or determining
20 factor in causing damage and injury to Plaintiff.

21 53. As a result of Defendant's intentional infliction of emotional distress, Plaintiff has
22 suffered and continues to suffer substantial loss and damages including, loss of salary, future
23 advancement, bonuses, benefits, embarrassment, humiliation, and mental anguish in an amount
24 to be determined at trial.

25 54. Defendant committed said intentional infliction of emotional distress alleged
26 herein against Plaintiff, maliciously, fraudulently, and oppressively with the wrongful intent of
27 injuring Plaintiff for an improper and evil motive which constitutes a malicious and conscious
28 disregard of Plaintiff's rights. Plaintiff is thereby entitled to punitive damages from the

1 Defendant in an amount to be determined at trial.

2 **SIXTH CAUSE OF ACTION**

3 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

4 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

5 55. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
6 though fully set forth herein.

7 56. When Defendant committed the acts described above, it knew, or should have
8 known, that its failure to exercise due care in the performance of its role as employer, manager,
9 supervisor would cause Plaintiff to suffer emotional distress. Defendant knew or should have
10 known the termination under the alleged circumstances would cause Plaintiff severe emotional
11 distress.

12 57. The above-said acts of the Defendant constituted negligent infliction of emotional
13 distress against Plaintiff and such conduct of the Defendant was a substantial or determining
14 factor in causing damage and injury to Plaintiff.

15 58. As a result of Defendant's negligent infliction of emotional distress, Plaintiff has
16 suffered and continues to suffer substantial loss and damages including, loss of salary, future
17 advancement, bonuses, benefits, embarrassment, humiliation, and mental anguish in an amount
18 to be determined at trial.

19 59. Defendant committed said negligent infliction of emotional distress alleged herein
20 against Plaintiff, maliciously, fraudulently, and oppressively with the wrongful intent of injuring
21 Plaintiff for an improper and evil motive which constitutes a malicious and conscious disregard
22 of Plaintiff's rights. Plaintiff is thereby entitled to punitive damages from Defendant in an
23 amount to be determined at trial.

24 **SEVENTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

26 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

27 60. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
28 though fully set forth herein.

61. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from August 19, 2020, through the present, for Defendants' violations of Labor Code §§ 200, 201-203, 204, 226, 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1194, 1197, and 2802, and the applicable IWC Wage Orders, for: (a) failing to pay employees sick pay at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201, 202, 203, and 246; (b) failing to provide accurate, itemized wage statements and maintain accurate records in violation of Labor Code §§ 226(a) and 1174; (c) failing to pay final wages in a timely manner to separated employees as a result of the underpayment of sick pay wages in violation of Labor Code §§ 201, 202, and 203; (d) failing to pay all minimum and overtime wages as a result of off-the-clock work in violation of Labor Code §§ 200, 510, 558, 1194, and 1197; (e) failing to provide off-duty meal and rest periods and/or pay all meal and rest period premiums at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 226.7 and 512; (f) failing to pay reporting time pay for scheduled shifts where no work was provided; (g) failing to provide required rest days for each seven continuous days of work in violation of Labor Code §§ 551, 552, and 556; (h) failing to reimburse business expenses in violation of Labor Code § 2802; (i) failing to pay wages in a timely manner in violation of Labor Code § 204; (j) failing to properly pay time off or vacation pay at time of separation from employment in violation of Labor Code § 227.3; and (k) failing to pay all wages owed upon separation of employment in violation of Labor Code §§ 201-203.

62. On or about August 19, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201, 202, 203, 226(a), and 246, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). Plaintiff also sent written notice of said Labor Code violations to Defendant via certified mail pursuant to Labor Code § 2699.3.

63. On or about July 12, 2022, Plaintiff sent a supplemental notice to the LWDA and Defendant of Defendants' violations of Labor Code §§ 200, 201-203, 204, 226, 226.7, 227.3, 510, 512, 551, 552, 556, 558, 1174, 1194, 1197, and 2802, pursuant to the PAGA.

64. As of the date of the filing of this Complaint, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notices. Therefore, Plaintiff may seek applicable penalties under the PAGA.

65. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§ 200, 201-203, 204, 226, 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1194, 1197, and 2802, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment in her favor and against Defendants, jointly and severally, as follows:

1. For all special damages, according to proof;
2. For back pay, front pay, and other monetary relief according to proof;
3. For general damages for emotional distress and mental anguish in a sum according to proof;
4. For exemplary and punitive damages in a sum appropriate to punish Defendants and set an example for others;
5. Upon the Seventh Cause of Action, for penalties pursuant to California Labor Code § 2699, and for costs and attorneys' fees;
6. On all causes of action, for attorneys' fees and costs as provided by California Labor Code § 2699, and Code of Civil Procedure § 1021.5; For prejudgment interest at the prevailing legal rate;
7. For costs of suit; and
8. For such other and further relief as the Court may deem just and proper.

1 DATED: October 10, 2022

DIVERSITY LAW GROUP, P.C.

2
3 By: 

4 Howard L. Magee

Larry W. Lee

5 Max W. Gavron

6 Attorneys for Plaintiff
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**AMENDMENT TO PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE**

This Amendment to the PAGA Settlement Agreement (the "Agreement") is made by and between Porscha Le Ai ("Plaintiff"), on behalf of herself and the allegedly aggrieved employees she claims to represent ("Aggrieved Employees"), on the one hand, and Progressive Casualty Insurance Company ("PCIC"), on the other hand. Plaintiff and PCIC are collectively referred to as the "Parties," or individually as a "Party." The Parties refer to this as the "Amendment."

WHEREAS, the Parties entered the Agreement which Plaintiff executed on October 7, 2022 and PCIC executed on October 13, 2022 to resolve the claims alleged in the matter entitled, *Porscha Le Ai v. Progressive Casualty Insurance Company*, Case No. 34-2021-00308276 initiated on September 20, 2021, and pending in Sacramento County Superior Court.

WHEREAS, as part of the Agreement, the Parties attached Exhibit A, which was a proposed Second Amended Complaint ("SAC") which included Plaintiff's individual claims under the Fair Employment Housing Act ("FEHA") and related individual claims as the First through Sixth Causes of Action (the "Individual Claims");

WHEREAS, the Parties contemplated dismissing the Individual Claims prior to seeking Court approval of the settlement of Plaintiff's claim under the Private Attorneys General Act (the "PAGA Claim") and thus the SAC attached as Exhibit A should not have included the Individual Claims;

WHEREAS, to effectuate the intent of the Parties and under the same terms and conditions set forth in the Agreement, the Parties wish to amend Exhibit A to the Agreement to include a revised version of the proposed Second Amended Complaint, which is attached hereto as Exhibit 1;

WHEREAS, other than the substitution of Exhibit A for Exhibit 1, the Parties do not wish to modify the Agreement and will seek Court approval of the Agreement, with this Amendment, under the same terms and conditions.

Dated: 12/09/2022, 2022

DocuSigned by:
Porscha Marri Le Ai
PORSCHA LE AI

Dated: _____, 2022

PROGRESSIVE CASUALTY INSURANCE
COMPANY

By: _____
Its: _____

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

This Amendment to the PAGA Settlement Agreement (the "Agreement") is made by and between Porscha Le Ai ("Plaintiff"), on behalf of herself and the allegedly aggrieved employees she claims to represent ("Aggrieved Employees"), on the one hand, and Progressive Casualty Insurance Company ("PCIC"), on the other hand. Plaintiff and PCIC are collectively referred to as the "Parties," or individually as a "Party." The Parties refer to this as the "Amendment."

WHEREAS, the Parties entered the Agreement which Plaintiff executed on October 7, 2022 and PCIC executed on October 13, 2022 to resolve the claims alleged in the matter entitled, *Porscha Le Ai v. Progressive Casualty Insurance Company*, Case No. 34-2021-00308276 initiated on September 20, 2021, and pending in Sacramento County Superior Court.

WHEREAS, as part of the Agreement, the Parties attached Exhibit A, which was a proposed Second Amended Complaint ("SAC") which included Plaintiff's individual claims under the Fair Employment Housing Act ("FEHA") and related individual claims as the First through Sixth Causes of Action (the "Individual Claims");

WHEREAS, the Parties contemplated dismissing the Individual Claims prior to seeking Court approval of the settlement of Plaintiff's claim under the Private Attorneys General Act (the "PAGA Claim") and thus the SAC attached as Exhibit A should not have included the Individual Claims;

WHEREAS, to effectuate the intent of the Parties and under the same terms and conditions set forth in the Agreement, the Parties wish to amend Exhibit A to the Agreement to include a revised version of the proposed Second Amended Complaint, which is attached hereto as Exhibit 1;

WHEREAS, other than the substitution of Exhibit A for Exhibit 1, the Parties do not wish to modify the Agreement and will seek Court approval of the Agreement, with this Amendment, under the same terms and conditions.

Dated: _____, 2022

PORSCHA LE AI

12/10/2022 | 7:42 AM PST
Dated: _____, 2022

PROGRESSIVE CASUALTY INSURANCE
COMPANY

By:
Its:

DocuSigned by:

FAE7731EB4CD4A3...

Vice President

APPROVED AS TO FORM

Dated: December 9, 2022

DIVERSITY LAW GROUP, P.C.

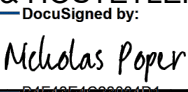
By: 
Howard L. Magee
Larry W. Lee
Max W. Gavron

Attorneys for Plaintiff

12/9/2022 | 8:51 PM EST

Dated: _____, 2022

BAKER & HOSTETLER LLP

DocuSigned by:
By: 
Margaret Rosenthal
Nicholas D. Poper

Attorneys for PCIC

EXHIBIT 1

Howard L. Magee (State Bar No. 185199)
Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
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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

SECOND AMENDED COMPLAINT FOR:

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ.;**

DEMAND OVER \$25,000

Plaintiff Porscha Le Ai (“Plaintiff”) hereby submits this representative complaint against Defendant Progressive Casualty Insurance Company (“Defendant”) and Does 1-50 (hereinafter collectively referred to as “Defendants”). Plaintiff brings representative action claims on behalf of herself and all other similarly situated current and former employees of Defendant for violations of the California Labor Code as follows:

1 **INTRODUCTION**

2 1. This action is within the Court's jurisdiction under California Labor Code §§ 200,
3 201-203, 204, 226, 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1194, 1197, and 2802
4 and the California Industrial Welfare Commission's ("IWC") Wage Orders.

5 2. This complaint challenges systemic illegal employment practices resulting in
6 violations of the California Labor Code against employees of Defendant.

7 3. Plaintiff is informed and believes and based thereon alleges that Defendants
8 jointly and severally have acted intentionally and with deliberate indifference and conscious
9 disregard to the rights of all employees by: (a) failing to properly calculate the regular rate of pay
10 for purposes of paying sick pay; (b) failing to provide accurate itemized wage statements; (c)
11 failing to pay all final wages upon separation of employment; (d) failing to pay all minimum and
12 overtime wages as a result of off-the-clock work in violation of Labor Code §§ 510, 558, 1194,
13 and 1197; (e) failing to provide off-duty meal and rest periods and/or pay all meal and rest period
14 premiums at the correct regular rate of pay that included all non-discretionary remuneration, in
15 violation of Labor Code §§ 226.7 and 512; (f) failing to pay reporting time pay for scheduled
16 shifts where no work was provided; (g) failing to provide required rest days for each seven
17 continuous days of work in violation of Labor Code §§ 551, 552, and 556; (h) failing to
18 reimburse business expenses in violation of Labor Code § 2802; (i) failing to pay wages in a
19 timely manner in violation of Labor Code § 204; (j) failing to properly pay time off or vacation
20 pay at time of separation from employment in violation of Labor Code § 227.3; and (k) failing to
21 pay all wages owed upon separation of employment in violation of Labor Code §§ 201-203.

22 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
23 engaged in, among other things a system of willful violations of the California Labor Code and
24 applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that
25 knowingly deny employees the above stated rights and benefits.

26 **JURISDICTION AND VENUE**

27 5. The Court has jurisdiction over the violations of the California Labor Code §§
28 200, 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1197,

1 2802, and 2698.

2 6. Venue is proper in Sacramento County because Plaintiff worked for Defendants
3 in Sacramento County.

4 **PARTIES**

5 7. Plaintiff was employed by Defendants as an hourly, non-exempt employee from
6 about June 2018, through about May 21, 2021. Plaintiff worked as a service consultant.

7 8. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
8 complained of in this action in ways that have deprived her of the rights guaranteed by California
9 Labor Code §§ 200, 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558,
10 1174, 1197, 2802, and 2698 and the applicable IWC Wage Orders.

11 9. Plaintiff is informed and believes and based thereon alleges that Defendant
12 Progressive Casualty Insurance Company was and is an Ohio corporation doing business in the
13 State of California and County of Sacramento.

14 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
15 mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and
16 partnerships, licensed to do business and actually doing business in the State of California.

17 11. As such, and based upon all the facts and circumstances incident to Defendants'
18 business in California, Defendants are subject to California Labor Code §§ 200, 201, 202, 203,
19 204, 226(a), 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1197, and 2802, and the
20 applicable IWC Wage Orders.

21 12. Plaintiff does not know the true names or capacities, whether individual, partner
22 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
23 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
24 complaint when the true names and capacities are known. Plaintiff is informed and believes and
25 based thereon alleges that each of said fictitious defendants were responsible in some way for the
26 matters alleged herein and proximately caused Plaintiff and the class to be subject to the illegal
27 employment practices, wrongs and injuries complained of herein.

28 13. At all times herein mentioned, each of said Defendants participated in the doing

1 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
2 Defendants, and each of them, were the agents, servants and employees of each of the other
3 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
4 acting within the course and scope of said agency and employment.

5 14. Plaintiff is informed and believes and based thereon alleges that at all times
6 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
7 joint venturer of, or working in concert with each of the other co-defendants and was acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity. To
9 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
10 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
11 Defendants.

12 15. At all times herein mentioned, Defendants, and each of them, were members of,
13 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
14 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

15 16. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
18 herein mentioned, Defendants, and each of them, ratified each and every act or omission
19 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
20 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
21 the damages as herein alleged.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

24 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

25 17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
26 though fully set forth herein.

27 18. Plaintiff brings this cause of action as a proxy for the State of California and in
28 this capacity, seeks penalties on behalf of all Aggrieved Employees from August 19, 2020,

1 through the present, for Defendants' violations of Labor Code §§ 200, 201-203, 204, 226, 226.7,
2 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1194, 1197, and 2802, and the applicable IWC
3 Wage Orders, for: (a) failing to pay employees sick pay at the correct regular rate of pay that
4 included all non-discretionary remuneration, in violation of Labor Code §§ 201, 202, 203, and
5 246; (b) failing to provide accurate, itemized wage statements and maintain accurate records in
6 violation of Labor Code §§ 226(a) and 1174; (c) failing to pay final wages in a timely manner to
7 separated employees as a result of the underpayment of sick pay wages in violation of Labor
8 Code §§ 201, 202, and 203; (d) failing to pay all minimum and overtime wages as a result of off-
9 the-clock work in violation of Labor Code §§ 200, 510, 558, 1194, and 1197; (e) failing to
10 provide off-duty meal and rest periods and/or pay all meal and rest period premiums at the
11 correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor
12 Code §§ 226.7 and 512; (f) failing to pay reporting time pay for scheduled shifts where no work
13 was provided; (g) failing to provide required rest days for each seven continuous days of work in
14 violation of Labor Code §§ 551, 552, and 556; (h) failing to reimburse business expenses in
15 violation of Labor Code § 2802; (i) failing to pay wages in a timely manner in violation of Labor
16 Code § 204; (j) failing to properly pay time off or vacation pay at time of separation from
17 employment in violation of Labor Code § 227.3; and (k) failing to pay all wages owed upon
18 separation of employment in violation of Labor Code §§ 201-203.

19 19. On or about August 19, 2021, Plaintiff sent written notice to the California Labor
20 & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201,
21 202, 203, 226(a), and 246, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General
22 Act ("PAGA"). Plaintiff also sent written notice of said Labor Code violations to Defendant via
23 certified mail pursuant to Labor Code § 2699.3.

24 20. On or about July 12, 2022, Plaintiff sent a supplemental notice to the LWDA and
25 Defendant of Defendants' violations of Labor Code §§ 200, 201-203, 204, 226, 226.7, 227.3,
26 510, 512, 551, 552, 556, 558, 1174, 1194, 1197, and 2802, pursuant to the PAGA.

27 21. As of the date of the filing of this Complaint, the LWDA has not provided written
28 notice regarding whether it intends to investigate the Labor Code violations set forth in

1 Plaintiff's written notices. Therefore, Plaintiff may seek applicable penalties under the PAGA.

2 22. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and
3 all applicable civil penalties for Defendants' violation of Labor Code §§ 200, 201-203, 204, 226,
4 226.7, 227.3, 246, 510, 512, 551, 552, 556, 558, 1174, 1194, 1197, and 2802, for the time period
5 described above, on behalf of herself and other Aggrieved Employees.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment in her favor and against Defendants, jointly
8 and severally, as follows:

9 1. Upon the First Cause of Action, for penalties pursuant to California Labor Code §
10 2699, and for costs and attorneys' fees;

11 2. On all causes of action, for attorneys' fees and costs as provided by California
12 Labor Code § 2699, and Code of Civil Procedure § 1021.5; For prejudgment interest at the
13 prevailing legal rate;

14 3. For costs of suit; and

15 4. For such other and further relief as the Court may deem just and proper.

16
17 DATED: December __, 2022

DIVERSITY LAW GROUP, P.C.

18
19 By: _____
20 Howard L. Magee
21 Larry W. Lee
22 Max W. Gavron
23 Attorneys for Plaintiff
24
25
26
27
28

EXHIBIT B

1/17/2023
9:30 AM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Le Ai, Porscha v. Progressive
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
68582	EXP	Olympia	1	75.00	75.00
8/19/2021		Court fees			
WIP		Le Ai, Porscha v. Progressive			
LWDA					
68798	EXP	Olympia	2	0.25	0.50
8/31/2021		Photocopies			
WIP		Le Ai, Porscha v. Progressive			
Photocopies					
68799	EXP	Olympia	1	6.96	6.96
8/31/2021		Postage			
WIP		Le Ai, Porscha v. Progressive			
Postage					
69163	EXP	Christine Choo	1	542.45	542.45
9/20/2021		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - Complaint					
70318	EXP	Christine Choo	1	61.96	61.96
12/23/2021		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - Notice of CMC					
70320	EXP	Christine Choo	1	57.71	57.71
12/23/2021		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - POS					
70569	EXP	Christine Choo	1	63.21	63.21
1/7/2022		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - FAC					
70628	EXP	Olympia	1	56.21	56.21
1/26/2022		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - Notice					

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DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
71684	EXP	Erika Mejia	1	57.71	57.71
4/14/2022		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - Joint CMS					
71717	EXP	Olympia	1	1157.71	1157.71
4/29/2022		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - Notice					
71794	EXP	Olympia	1	7475.00	7475.00
5/13/2022		Arbitrators			
WIP		Le Ai, Porscha v. Progressive			
JAMS Mediation [tentative]					
72322	EXP	Olympia	1	33.85	33.85
6/8/2022		Delivery serv			
WIP		Le Ai, Porscha v. Progressive			
Federal Express					
72988	EXP	Erika Mejia	1	57.71	57.71
8/24/2022		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - Joint CMS					
73793	EXP	Olympia	1	53.62	53.62
11/7/2022		Delivery serv			
WIP		Le Ai, Porscha v. Progressive			
Federal Express					
73759	EXP	Olympia	3	0.25	0.75
11/30/2022		Photocopies			
WIP		Le Ai, Porscha v. Progressive			
Photocopies					
73760	EXP	Olympia	1	44.35	44.35
11/30/2022		Postage			
WIP		Le Ai, Porscha v. Progressive			
Postage					
74090	EXP	Erika Mejia	1	89.74	89.74
12/12/2022		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - Joint Stip					
74102	EXP	Erika Mejia	1	65.24	65.24
12/21/2022		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - NOE					

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9:30 AM

DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
74104	EXP	Erika Mejia	1	61.74	61.74
12/21/2022		Atty Service			
WIP		Le Ai, Porscha v. Progressive			
Attorney Service - Joint CMS					
Grand Total					
			Billable	0.00	9961.42
			Unbillable	0.00	0.00
			Total	0.00	9961.42