

BRYAN SCHWARTZ LAW, P.C.

Bryan Schwartz (SBN 209903)

bryan@bryanschwartzlaw.com

Jane Beasley Mackie (SBN 288380)

jane@bryanschwartzlaw.com

180 Grand Avenue, Suite 1380

Oakland, California 94612

Tel. (510) 444-9300 | Fax (510) 444-9301

CALIFORNIA CIVIL RIGHTS LAW GROUP

Lawrence Organ (SBN 175503)

larry@civilrightsca.com

Marqui Hood (SBN 214718)

marqui@civilrightsca.com

Cimone Nunley (SBN 326915)

cimone@civilrightsca.com

332 San Anselmo Avenue

San Anselmo, CA 94960

Tel. (415) 453-4740

Fax (415) 785-7352

Attorneys for Representative Plaintiffs Sharonda Taylor
and Zenobia Milligan

(Additional counsel listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

SHARONDA TAYLOR, TATIANNA SMITH,
and ZENOBIA MILLIGAN, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

TESLA, INC., doing business in California as
TESLA MOTORS, INC.; and DOES 1
THROUGH 50, INCLUSIVE,

Defendants.

Case No. 23CV028922

**DECLARATION OF MATTHEW C.
HELLAND**

*[Concurrently filed with Plaintiffs' Unopposed
Motion for Approval of Private Attorney
General Act Settlement; Plaintiffs' Unopposed
Motion for Attorneys' Fees and Costs and
Supporting Declarations]*

Date: June 13, 2025

Time: 9:30 a.m.

Location: Dept. 15

Judge: Hon. Peter Borkon

Reservation Nos.: A-28922-002; A-28922-003

1 **NICHOLS KASTER, LLP**

2 Matthew C. Helland (SBN 250451)

3 *helland@nka.com*

4 235 Montgomery St., Suite 810

5 San Francisco, CA 94104

6 Tel. (415) 277-7235 | Fax (415) 277-7238

7 *Attorneys for Representative Plaintiffs Sharonda Taylor*
8 *and Zenobia Milligan*

1 I, MATTHEW C. HELLAND, hereby declare:

2 1. I am a partner at the law firm of Nichols Kaster, LLP, in San Francisco, California. I am
3 one of the attorneys for Plaintiffs in the above-entitled matter. I have personal knowledge of the facts set
4 forth in this Declaration, and if called as a witness for this purpose, I could and would testify completely
5 under oath to them.

6 2. I submit this Declaration in support of Plaintiffs' Motion for Approval of Private
7 Attorney General Act Settlement and Plaintiffs' Motion for Attorneys' Fees and Costs.

8 **Factual and Procedural Background Regarding this Case**

9 3. The Plaintiffs' Counsel in this case (my firm, Bryan Schwartz Law, and California Civil
10 Rights Law Group) also represent the plaintiffs and class members in *Vaughn v. Tesla*, Case No.
11 RG17882082, which is also pending in this Department. *Vaughn* alleges race discrimination and
12 harassment claims under the Fair Employment and Housing Act and does not involve any Labor Code
13 issues.

14 4. Plaintiffs submitted letters to the Labor Workforce Development Agency and Tesla on
15 February 9, 2022 (Plaintiff Taylor), and April 19, 2022 (Plaintiff Milligan), pursuant to Labor Code §
16 2699.3(a), identifying Tesla's alleged violations of Labor Code §§ 226, 432, and 1198.5.

17 5. These case sought PAGA penalties on behalf of individuals who sought their personnel
18 records from Tesla.

19 6. This case was fiercely litigated despite it settling early in the procedural development of
20 the case. Tesla filed an anti-SLAPP motion, which the court denied. Tesla appealed from that denial,
21 which resulted in full appellate briefing and argument. Due to the potential consequences of that anti-
22 SLAPP motion (i.e., dismissal of the case and fee shifting), defeating the motion and prevailing on
23 appeal required significant resources.

24 7. Plaintiffs Taylor, Milligan, and Smith remained involved in the case throughout,
25 including during the settlement negotiations.

26 **Settlement Negotiations**

1 8. Plaintiffs served Tesla with a Code of Civil Procedure § 998 Offer of Compromise on
2 October 16, 2024, which expired, unaccepted, on November 19, 2024. Thereafter, the parties began a
3 dialogue which concluded in an agreement to mediate.

4 9. This case is different than many class actions or PAGA cases, which typically require
5 analysis of payroll records, pay data, and/or the defendant's policies and practices. Here, the parties
6 could determine the scope of penalties simply by agreeing on the number of allegedly aggrieved
7 employees. The parties therefore conducted an informal exchange of extensive information, which
8 included identifying all individuals who had submitted statutory requests for personnel records during
9 the time period at issue. Based on that exchange, the parties confirmed that there were 766 such
10 individuals, all of whom sought their personnel records between December 28, 2020 and December 5,
11 2022. Plaintiffs believe that Tesla failed to produce any records for 597 employees, partially produced
12 personnel records for 168 employees, and produced a personnel record pertaining to a different
13 employee for the remaining employee.

14 10. Plaintiffs calculated the maximum potential PAGA penalties as follows: \$750 for each
15 aggrieved employee for failure to respond to a request under California Labor Code § 1198.5(k); \$750
16 for each aggrieved employee for failure to allow copying or inspection of age statements under
17 California Labor Code § 226(f); and \$100 penalty for each aggrieved employee under California Labor
18 Code § 2699(f)(2). With triple-stacking and no reduction by the Court, potential penalties were
19 \$1,225,600. Without stacking, the maximum penalties were \$574,600.

20 11. On February 20, 2025, the parties attended an all-day mediation with respected and
21 experienced employment mediator Peter Rukin. The parties negotiated the three aspects of the
22 settlement separately and sequentially, first negotiating the amount of PAGA penalties to impasse, then
23 negotiating nonmonetary relief, then negotiating the amount of attorneys' fees and costs to impasse. At
24 the close of the mediation, the mediator issued three separate mediator's proposals, one on each area of
25 negotiation. On February 26, 2025, the mediator informed the parties that both sides had accepted all
26 three mediator's proposals. The parties then negotiated and executed a long-form settlement agreement
27 for approximately six weeks, which was fully executed by April 11, 2025 (other than as to Tatianna
28 Smith).

1 12. A true and correct copy of the Parties' Settlement Agreement is attached hereto as
2 **Exhibit 1.**

3 13. The parties agree to use Simpluris as the settlement administrator. Simpluris has agreed
4 to administer the settlement for a maximum fee of \$5,000. My firm has used Simpluris recently and find
5 them to be a professional, competent, and reasonably priced. The quote from Simpluris is attached as
6 **Exhibit 2.**

7 14. The proposed *cy pres* recipient is the Impact Fund. The Impact Fund is a suitable *cy pres*
8 recipient, providing support to public interest lawyers and communities in need in California and across
9 the country in vindicating workers' rights and otherwise supporting workers. *See*
10 <https://www.impactfund.org>.

11 15. Plaintiffs will submit this settlement to the LWDA in conjunction with filing for
12 settlement approval.

13 **Nichols Kaster's Experience and Work Performed on the Case**

14 16. I am the managing partner of Nichols Kaster's San Francisco office, where I focus my
15 practice on class and collective employment, consumer, and civil rights litigation filed in California and
16 throughout the country. I was admitted to the Minnesota Bar in 2005 and to the California Bar in 2007.
17 I have been with Nichols Kaster since 2005 and have been the managing partner of the San Francisco
18 office since 2014. I am an active volunteer at workers' rights clinics through Legal Aid at Work, a
19 California legal aid organization, where I supervise student attorneys in providing legal services to low
20 wage workers. I frequently speak on wage and hour issues at conferences across the country. I am on the
21 editorial board of BNA treatise on the Fair Labor Standards Act and an author of the chapter on class
22 actions in the Practising Law Institute treatise on California Employment Law. From 2020 through the
23 present I have been recognized as a Northern California Super Lawyer, after being named a Rising Star
24 from 2012-2019. I was named one of the "Best Lawyers in America" for 2023 and 2024.

25 17. I have significant experience serving as lead counsel in class and collective actions filed
26 under California state law. I have been counsel of record in the following cases where Nichols Kaster
27 has been appointed Class Counsel after a contested motion for class certification: *Vaughn v Tesla, Inc.*,
28 Case No. RG17882082 (Alameda Cty. Sup. Ct.); *Oman v. Delta Air Lines, Inc.*, 2023 WL 6226369

(N.D. Cal. Sept. 22, 2023); *DeLuca v. Farmers Ins. Exch.*, 2018 WL 1981393 (N.D. Cal. Feb. 27, 2018); *Ganci v. MBF*, 323 F.R.D. 249 (S.D. Ohio 2017); and *Cervantez v. Celestica*, 253 F.R.D. 562 (C.D. Cal. 2008). I have also been counsel of record in dozens of cases where Nichols Kaster has been appointed class counsel for settlement purposes.

18. In addition to this case, for which I was lead appellate counsel and handled the argument, I argued the following appellate cases, which resulted in significant victories for workers: *McKeen-Chaplin v. Provident Savings Bank*, FSB, 862 F.3d 847 (9th Cir. 2017) (finding that the defendant's mortgage underwriters did not fit within the administrative exemption to the Fair Labor Standards Act and remanding for judgment in the plaintiffs' favor on the issue); *Ray v. Cty. Of Los Angeles*, No. 17-56581, 935 F.3d 703 (9th Cir. 2019) (holding that Los Angeles is not entitled to Eleventh Amendment Immunity as a putative employer of home healthcare workers); *Ray v. Cty. Of Los Angeles*, No. 20-56245, 52 F.4th 843 (9th Cir. 2022) (holding that the County of Los Angeles was liable as a joint employer of home healthcare workers). I also argued in front of the California Supreme Court in *Oman v. Delta Airlines, Inc.*, case number S248726. The case addressed the applicability of certain California Labor Code provisions to flight attendants who travel in interstate commerce but perform certain work on the ground in California.

19. In April 2023, Judge Carney in the Central District of California approved my rate of \$725 in the context of a lodestar crosscheck. See *Medina v. Evolve Mortgage Services, LLC*, 2023 WL 11915763, at *9 (C.D. Cal. Apr. 3, 2023). In 2021 Judge Alsup recognized that my rate at the time (\$650) was reasonable and “compare[d] favorably to recent approvals.” *Kudatsky v. Tyler Technologies, Inc.*, 2021 WL 5356724, at *5 (N.D. Cal. Nov. 17, 2021) (citing *Bisaccia v. Revel Systems, Inc.*, 2019 WL 3220275, at *8 (N.D. Cal. July 17, 2019)). Likewise in 2021, a \$650/hour rate was expressly approved for me in *Cuenca v. Kaiser Foundation Health Plan Inc.*, RG20065123 (Alameda Cty. Sup. Court). And in 2019, Judge Gilliam conducted a lodestar crosscheck and found that my firm's rates of \$625 to \$675 for partners were “reasonable and in line with prevailing rates in this district for personnel of comparable experience, skill, and reputation.” *Bisaccia*, 2019 WL 3220275, at *8. Courts and arbitrators regularly approve Nichols Kaster's hourly rates. To the best of my recollection, I am not aware of a California court or arbitrator reducing my hourly rate.

1 20. As of January 1, 2025, my time is billed at \$775 per hour.

2 21. Jasjit Mundh is a 2021 graduate of Berkeley Law. Prior to working at Nichols Kaster, she
3 clerked with an administrative law judge in the Department of Labor's Office of Administrative Law
4 Judges. While she was at Nichols Kaster, she focused her practice on civil rights and impact litigation
5 cases and was an instrumental part of the team in this case. Ms. Mundh departed from Nichols Kaster
6 after this case was heard on appeal. Ms. Mundh's time is billed at \$425 per hour.

7 22. Ricardo Perez is a 2023 graduate of the University of Minnesota. He has been with
8 Nichols Kaster since the fall of 2024 where he focuses his practice on civil rights and impact litigation.
9 Prior to working at Nichols Kaster, Mr. Perez focused his practice on wage and hour and traditional
10 labor litigation, working on individual, class, and collective actions. His time is billed at \$425 per hour.

11 23. Several members of Nichols Kaster's legal staff performed billable work on this case.
12 The hourly rate for these staff members was \$195 throughout the litigation.

13 24. Further information about Nichols Kaster's experience and qualifications is included in
14 the firm resume, attached hereto as **Exhibit 3**.

15 25. My firm, along with Bryan Schwartz Law and California Civil Rights Law Group, took
16 this case on a contingency basis. We advanced all costs in the litigation and have not been reimbursed
17 for any of our costs to date.

18 26. I wholly support approval of this Settlement as fair, adequate, and reasonable and
19 respectfully submit that Counsel's support should be accorded significant weight.

20 27. Work performed by Nichols Kaster attorneys and legal staff is recorded
21 contemporaneously. I have reviewed the hours billed to this case. My firm has spent over 408 hours
22 litigating this matter. My firm used billing discretion to only account for hours that were reasonably
23 necessary for this litigation and its investigation. Based on the hours billed to date, my firm has incurred
24 over \$226,000 in attorneys' fees. This amount does not include the additional time that Counsel will
25 expend in preparing for the approval hearing and subsequent work associated with settlement
26 distribution. The attached **Exhibit 4** includes a true and correct fees summary for Nichols Kaster, LLP.

28. The total costs incurred by my firm in this matter are \$ \$4,566.65. Our costs include filing fees, transcript fees, computer legal research, and mediation fees. Attached as **Exhibit 5** is a true and correct accounting of the costs incurred by Nichols Kaster, LLP.

29. I am not aware of any pending cases asserting claims that will be extinguished or adversely affected by this settlement.

I declare under penalty of perjury that the foregoing is true and correct. Executed at San Francisco, California on May 21, 2025.

/s/ Matthew Helland
Matthew Helland

EXHIBIT 1

POLSINELLI LLP

Christina Tellado (SBN 298597)
ttellado@polsinelli.com
Billy Sahachartsiri (SBN 328440)
bsahachartsiri@polsinelli.com
2049 Century Park East, Suite 2900
Los Angeles, California 90067
Telephone: (310) 556-1801
Facsimile: (310) 556-1802

Attorneys for Defendant Tesla, Inc.
[Additional counsel listed on next page]

BRYAN SCHWARTZ LAW

Bryan Schwartz (SBN 209903)
180 Grand Ave, Suite 1380
Oakland, California 94612
Tel. (510) 444-9300
Fax (510) 444-9301
Email: bryan@bryanschwarzlaw.com

Attorneys for Representative Plaintiffs
[Additional counsel listed on next page]

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

SHARONDA TAYLOR, TATIANNA
SMITH, and ZENOBIA MILLIGAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

TESLA, INC. doing business in California as
TESLA MOTORS, INC.; and DOES 1
THROUGH 50, INCLUSIVE,

Defendants.

Case No.: 23CV028922

[Assigned For All Purposes to
Hon. Peter Borkon, Dept. 15]

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE
AGREEMENT**

Complaint Filed: March 7, 2023
Trial Date: None Set

1 **REED SMITH LLP**

2 Raymond A. Cardozo (SBN 173263)
3 rcardozo@reedsmith.com
4 101 Second Street, Suite 1800
5 San Francisco, California 94105-3659
6 Telephone: (415) 543-8700
7 Facsimile: (415) 391-8269

8 *Attorneys for Defendant Tesla, Inc.*

9 **CALIFORNIA CIVIL RIGHTS LAW GROUP**

10 Lawrence Organ (SBN 175503)
11 332 San Anselmo Avenue
12 San Anselmo, CA 94960
13 Tel. (415) 453-4740
14 Fax (415) 785-7352
15 Email: larry@civilrightsca.com

16 **NICHOLS KASTER, LLP**

17 Matthew C. Helland (SBN 250451)
18 235 Montgomery St., Suite 810
19 San Francisco, CA 94104
20 Telephone: (415) 277-7235
21 Fax: (415) 277-7238
22 Email: helland@nka.com

23 *Attorneys for Representative Plaintiffs*

1 **PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE AGREEMENT**

2 This Private Attorneys General Act (“PAGA”) Representative Action Settlement and
3 Release Agreement (“Agreement”) is made and entered into by and between Plaintiffs Sharonda
4 Taylor, Tatianna Smith, and Zenobia Milligan (collectively, “Plaintiffs”), on behalf of themselves
5 and on behalf of the State of California and other aggrieved individuals, on the one hand, and
6 Defendant Tesla, Inc. (“Defendant” or “Tesla”), on the other, subject to the approval of the Court in
7 accordance with California Labor Code § 2699, and subject to the terms and conditions herein. The
8 Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

9 **1. DEFINITIONS.**

- 10 1.1. “Action” means the lawsuit alleging claims for civil penalties for Labor Code
11 violations, entitled *Sharonda Taylor et al. v. Tesla, Inc. et al.*, filed in the Superior
12 Court of the State of California, County of Alameda, Case No. 23CV028922.
- 13 1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to
14 appoint to administer the Settlement.
- 15 1.3. “Administration Expenses Payment” means the amount the Administrator will be
16 paid from the PAGA Settlement Member Gross Settlement Amount to reimburse its
17 reasonable fees and expenses in accordance with the Administrator’s “not to exceed”
18 bid submitted to the Court in connection with approval of this Settlement.
- 19 1.4. “Contractor PAGA Settlement Member” means PAGA Settlement Members who
20 were assigned to work at Defendant’s California facility through a third-party staffing
21 agency during the PAGA Period, who submitted a Labor Code § 1198.5, Labor Code
22 § 226, and/or Labor Code § 432 request to Defendant, and who allege they were not
23 provided timely and/or complete records in response to the Labor Code request.
- 24 1.5. “Court” means the Superior Court of the State of California, County of Alameda.
- 25 1.6. “Cy Pres Recipient” means the Impact Fund, or, if the Court so requires, another
26 organization suitable to receive *cy pres* funds under California’s standards.
- 27 1.7. “Defendant” means the named defendant in this Action, Tesla, Inc.
- 28

- 1.8. “Defense Counsel” means Christina T. Tellado and Billy Sahachartsiri of Polsinelli LLP.
- 1.9. “Directly Hired PAGA Settlement Members” means PAGA Settlement Members who were employed by Defendant as a non-exempt employee in the state of California during the PAGA Period, who submitted a Labor Code § 1198.5, Labor Code § 226, and/or Labor Code § 432 request to Defendant, and who allege they were not provided timely and/or complete records in response to the Labor Code request.
- 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. The Judgment is final as of the day the Court enters Judgment.
- 1.11. “PAGA Settlement Member Gross Settlement Amount” means Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00), which is the total amount Defendant agrees to pay under the Settlement in full satisfaction of the Action, other than the PAGA Counsel Attorneys’ Fees and Costs. The PAGA Settlement Member Gross Settlement Amount will be used to pay the LWDA PAGA Payment, the Individual PAGA Payments, and the Plaintiff Enhancement Payments.
- 1.12. “PAGA Counsel Attorneys’ Fees and Costs” means Three Hundred Forty Thousand Dollars and No Cents (\$340,000.00), which is the total amount Defendant agrees to pay under the Settlement in full satisfaction of the Action, except as provided in the PAGA Settlement Member Gross Settlement Amount. The PAGA Counsel Attorneys’ Fees and Costs are intended to include all attorneys’ fees, litigation expenses, and administration expenses.
- 1.13. “Settlement Amounts” means the PAGA Settlement Member Gross Settlement Amount plus the PAGA Counsel Attorneys’ Fees and Costs Payment.
- 1.14. “Individual PAGA Payment” means each PAGA Settlement Member’s pro rata share of 25% of the PAGA Penalties, as calculated by the Administrator according to the total number of PAGA Settlement Members during the PAGA Period.

- 1.15. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under California Labor Code § 2699(i).
- 1.17. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties payable to the LWDA pursuant to California Labor Code § 2699(i).
- 1.18. “PAGA Settlement Member Net Settlement Amount” means the PAGA Settlement Member Gross Settlement Amount, less the LWDA PAGA Payment and Plaintiff Enhancement Payments in the amounts approved by the Court and stated in the Approval Order.,. The PAGA Settlement Member Net Settlement Amount is to be paid to the PAGA Settlement Members as Individual PAGA Payments.
- 1.19. “Operative Complaint” means Plaintiffs’ Representative Action Complaint filed in this filed in the Superior Court of the State of California, County of Alameda, Case No. 23CV028922.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.21. “PAGA Claims” means any and all individual and representative PAGA claims or causes of action for civil penalties, attorneys’ fees or costs, and any other applicable relief under PAGA that are alleged, or that could have been alleged arising out of the facts asserted in the Operative Complaint and PAGA Notices, namely, claims that occurred during the PAGA Period for: (1) failure to allow copying and/or access to wage statements under California Labor Code § 226; (2) failure to allow copying of signed instrument under California Labor Code § 432; and (3) failure to make personnel records available for inspection and copying under California Labor Code § 1198.5.
- 1.22. “PAGA Counsel” means Bryan Schwartz of Bryan Schwartz Law, Lawrence Organ of California Civil Rights Law Group, and Matthew C. Helland of Nichols Kaster, LLP, the attorneys representing Plaintiffs in the Action.

- 1.23. “PAGA Counsel Attorneys’ Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts to be paid to PAGA Counsel for reimbursement of reasonable attorneys’ fees and actual litigation costs, respectively, incurred to prosecute the Action.
- 1.24. “PAGA Notices” mean Plaintiffs’ February 9, 2022 and April 19, 2022 letters to Defendant and the LWDA, providing notice pursuant to Labor Code § 2699.3(a).
- 1.25. “PAGA Penalties” means the total amount to be paid from the PAGA Settlement Member Gross Settlement Amount and distributed as twenty-five percent (25%) to the PAGA Settlement Members and seventy-five percent (75%) to the LWDA, as consideration for the Released PAGA Claims.
- 1.26. “PAGA Period” means the period from February 9, 2021 through the date of the Court grants approval of the Settlement.
- 1.27. “PAGA Settlement Members” means the 766 individuals who, while represented by Bryan Schwartz Law, P.C. and California Civil Rights Law Group, submitted a written request for records from Tesla pursuant to California Labor Code §§ 226, 432, and/or 1198.5. A list of the included individuals is attached hereto as **Exhibit A**. Each of these 766 individuals is: (1) a current or former hourly-paid, non-exempt employee who worked for Defendant in the state of California during the PAGA Period, who submitted a Labor Code § 1198.5, Labor Code § 226, and/or Labor Code § 432 request to Defendant, and who alleges he or she was not provided timely and/or complete records in response to the Labor Code request (*i.e.*, “Directly Hired PAGA Settlement Members”); and/or (2) an individual who was assigned to work at Defendant’s California facility through a third-party staffing agency during the PAGA Period, who submitted a Labor Code § 1198.5, Labor Code § 226, and/or Labor Code § 432 request to Defendant, and who alleges he or she was not provided timely and/or complete records in response to the Labor Code request (*i.e.*, “Contractor PAGA Settlement Members”).

- 1.28. “PAGA Settlement Member Address Search” means the Administrator’s investigation and search for the PAGA Settlement Member’s current mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Settlement Members.
- 1.29. “PAGA Settlement Member Data” means PAGA Settlement Member identifying information in Defendant’s possession, including the PAGA Settlement Member’s name, last-known mailing address, and social security number, to the extent the information is available.
- 1.30. “Plaintiffs” mean Sharonda Taylor, Tatianna Smith, and Zenobia Milligan, the named plaintiffs in the Action.
- 1.31. “Plaintiff Enhancement Payment” or “Plaintiff Enhancement Payments” means an amount not to exceed Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), which will be paid to each of the three Plaintiffs in recognition of their role in bringing the litigation and serving as the deputized PAGA representatives. The Plaintiff Enhancement Payment is subject to Court approval and will be paid from the PAGA Settlement Member Gross Settlement Amount.
- 1.32. “Approval Order” means the Court’s order granting approval of PAGA Settlement.
- 1.33. “Released PAGA Claims” means the PAGA Claims that Plaintiffs, the PAGA Settlement Members, and PAGA Counsel release and forever discharge Defendant and the Released Parties during the PAGA Period, as described in Paragraph 5 of this Agreement.
- 1.34. “Released Parties” means: Tesla, Inc., formerly known as Tesla Motors, Inc., and each of its past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, predecessors, heirs, assigns, shareholders, members, owners, officers, directors, managers, employees, agents, principals, trustees, attorneys, accountants, representatives, administrators, fiduciaries, beneficiaries,

subrogees, executors, partners, insurers, privies, and any individual or entity which could be jointly liable with Defendant.

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

1.36. "Tesla, Inc." or "Tesla" means the named defendant in this Action.

2. RECITALS.

2.1. On March 7, 2023, Plaintiffs filed this Action against Defendant, asserting claims for civil penalties under PAGA premised on the following California Labor Code violations: (1) failure to allow copying and/or access to wage statements under California Labor Code § 226; (2) failure to allow copying of signed instrument under California Labor Code § 432; and (3) failure to make personnel records available for inspection and copying under California Labor Code § 1198.5. Plaintiffs seek to recover civil penalties under PAGA on behalf of themselves, the State of California, and other aggrieved individuals.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff Taylor sent a letter to the LWDA on February 9, 2022, notifying it and Defendant that Plaintiff Taylor intended to pursue claims against Defendant under PAGA for violation of California Labor Code §§ 226, 432, and 1198.5.

2.3. Pursuant to Labor Code § 2699.3(a), Plaintiffs Smith and Milligan sent a letter to the LWDA on April 19, 2022, notifying it and Defendant that Plaintiffs Smith and Milligan intended to pursue claims against Defendant under PAGA for violation of California Labor Code §§ 226, 432, and 1198.5.

2.4. Defendant expressly denies all allegations, denies any failure to comply with the laws identified in the Action and PAGA Notices, and denies any and all liability for the causes of action and claims alleged in the Action and PAGA Notices. Defendant further denies it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind as to Plaintiffs and the PAGA Settlement Members.

- 1 2.5. Defendant filed a special motion to strike Plaintiffs' Operative Complaint pursuant
2 to California Code of Civil Procedure § 425.16 (the anti-SLAPP statute), which the
3 trial court denied on July 7, 2023. Tesla appealed the trial court's denial of its anti-
4 SLAPP motion, and the appeal was unsuccessful. *See Taylor v. Tesla, Inc.* (2024)
5 104 Cal.App.5th 75. A remittitur issued on October 9, 2024.
- 6 2.6. On October 9, 2024, Plaintiffs sought to meet and confer regarding outstanding
7 discovery that they had initiated prior to the appellate stay. The parties met and
8 conferred several times about the outstanding discovery thereafter.
- 9 2.7. On October 16, 2024, Plaintiffs communicated an offer of judgment under Code of
10 Civil Procedure § 998, which expired unaccepted a month later.
- 11 2.8. On December 13, 2024, the parties agreed to mediate with Peter Rukin, Esq., who
12 has approximately 30 years' labor/employment law experience, and agreed to say
13 discovery and other proceedings pending mediation.
- 14 2.9. On February 20, 2025, the Parties participated in a private mediation presided over
15 by Mr. Rukin.
- 16 2.10. Prior to mediation and negotiation of this Settlement, Plaintiffs and Defendant
17 obtained and exchanged, through informal discovery, information sufficient to
18 meaningfully evaluate the claims at issue in the Action. The discovery included
19 information about the 766 putative aggrieved individuals who allege they submitted
20 a Labor Code § 1198.5 and/or Labor Code § 226 request to Defendant and were not
21 provided timely and/or complete records in response to their Labor Code request
22 during the PAGA Period, PAGA data through February 20, 2025, and PAGA
23 Counsel's damages calculation, which enabled the Parties to rigorously evaluate the
24 strengths and risks of the case and perform an analysis of the potential civil penalties
25 arising from the claims made in the Action.
- 26 2.11. Plaintiffs also conveyed that their fees and litigation expenses incurred in prosecution
27 of this Action and the appeal were likely to exceed \$500,000 by the conclusion of
28 mediation and shared information about these claimed fees and costs to the mediator.

1 2.12. At mediation, the Parties negotiated in three phases, and eventually received three
2 mediators' proposals, one with respect to each phase of the negotiations. The three
3 phases of negotiation were, in order: 1) the PAGA Penalties corresponding to the
4 PAGA Settlement Members; 2) injunctive relief; and 3) attorneys' fees and costs.
5 Following the mediation, the Parties accepted the three mediators' proposals, which
6 serve as the basis for this Agreement.

7 2.13. The Parties understand, acknowledge, and agree that this Agreement constitutes a
8 compromise of Plaintiffs' Action and PAGA Claims, and that it is the desire and
9 intention of the Parties to affect a final and complete resolution of the Action and
10 PAGA Claims against Defendant. The Parties further acknowledge that this
11 Agreement is a compromise of disputed claims and that nothing in this Agreement
12 shall be construed as an admission by Defendant of liability.

13 2.14. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware
14 of any other pending matter or action asserting claims that will be extinguished or
15 affected by the Settlement. In particular, this Settlement is not intended to affect any
16 claims in *Vaughn, et al. v. Tesla, Inc.*, Alameda County Superior Court Case No.
17 RG17882082, or *CRD v. Tesla, Inc.*, Alameda County Superior Court Case No.
18 22CV00683, or in any pending lawsuit other than this Action.

19 **3. SETTLEMENT TERMS AND CONDITIONS.**

20 3.1. **Stipulation of Dismissal for Settlement.** Subject to the terms of this Agreement,
21 Plaintiffs will stipulate to the dismissal of this Action with prejudice.

22 3.2. **Non-Admission and Denial of Liability.** Nothing in this Agreement shall be
23 construed to be an admission by Defendant of any liability or wrongdoing as to
24 Plaintiffs, the PAGA Settlement Members, or any other person. Defendant
25 specifically disclaims and denies any such liability or wrongdoing alleged in the
26 Action and PAGA Notices. The Parties have entered into this Agreement to avoid
27 further disputes and litigation with the attendant inconvenience, nuisance, expenses,
28 and risks. This Agreement and any related court documents or orders are not and

1 may not be cited or admitted as evidence of liability or wrongdoing by Defendant.
2 The Parties agree that an express condition of this Agreement is that there has been
3 no finding of liability on the merits, and that this Agreement therefore cannot be a
4 basis to assert offensive collateral estoppel against Defendant. Notwithstanding the
5 foregoing, nothing in this Agreement shall limit Defendant's use of the Approval
6 Order or Judgment to establish res judicata and/or collateral estoppel in any other
7 action.

8 3.3. **PAGA Settlement Member Gross Settlement Amount.** In consideration for the
9 covenants, promises, waivers, and releases contained in this Agreement, and subject
10 to Court approval, Defendant agrees to pay Two Hundred Ten Thousand Dollars and
11 No Cents (\$210,000.00) as the PAGA Settlement Member Gross Settlement Amount
12 to fully settle, resolve, and extinguish all the PAGA Claims and the Action to the
13 fullest extent permitted by law, other than Plaintiffs' claims as to the attorneys' fees
14 and costs associated with this Action (*i.e.*, PAGA Counsel Attorneys' Fees and
15 Costs"). Defendant will not pay the PAGA Settlement Members more than the
16 PAGA Settlement Member Gross Settlement Amount, which is an "all in" amount
17 that includes all PAGA Penalties and Plaintiff Enhancement Payments. The PAGA
18 Settlement Member Gross Settlement Amount is separate from the PAGA Counsel
19 Attorneys' Fees and Costs, as detailed in Paragraph 3.5 of this Agreement. Defendant
20 has no obligation to pay the PAGA Settlement Member Gross Settlement Amount
21 prior to the deadline as stated in Paragraph 4.2 of this Agreement. The Administrator
22 will disburse the entire PAGA Settlement Member Gross Settlement Amount without
23 asking or requiring PAGA Settlement Members to submit any claim as a condition
24 of payment. None of the PAGA Settlement Member Gross Settlement Amount will
25 revert to Defendant.

26 3.4. **Payments from the PAGA Settlement Member Gross Settlement Amount.** The
27 Administrator will make and deduct the following payments from the PAGA
28

1 Settlement Member Gross Settlement Amount, in the amounts approved and
2 specified by the Court in the Approval Order:

3 3.4.1. To the LWDA and PAGA Settlement Members. The PAGA Penalties are
4 to be paid from the PAGA Settlement Member Gross Settlement Amount,
5 after deducting the Plaintiff Enhancement Payments. The PAGA Penalties
6 shall be allocated as: (i) seventy-five percent (75%) to the LWDA PAGA
7 Payment (currently estimated to be \$151,875); and (ii) twenty-five percent
8 (25%) to the Individual PAGA Payments (currently estimated to be
9 \$50,625).

10 3.4.2. Individual PAGA Payments. PAGA Counsel will calculate each Individual
11 PAGA Payment according to a PAGA Share formula. Each PAGA
12 Settlement Member for whom Tesla made a partial production of a
13 personnel file upon request will receive one PAGA Share. Each PAGA
14 Settlement Member for whom Tesla made no production shall receive three
15 PAGA Shares. PAGA Counsel will divide the amount of the PAGA
16 Settlement Members' 25% share of PAGA Penalties (*i.e.*, the PAGA
17 Settlement Member Net Settlement Amount) by the total number of PAGA
18 Shares. Those PAGA Settlement Members for whom Tesla made a partial
19 production of a personnel file upon request will receive the resulting share
20 amount. Those PAGA Settlement Members for whom Tesla made no
21 production shall receive three times the resulting share amount. PAGA
22 Settlement Members assume full responsibility and liability for any taxes
23 owed on their Individual PAGA Payment. Individual PAGA Payments
24 shall be allocated 100% as penalties for tax purposes. The Administrator
25 will report the Individual PAGA Payments on IRS 1099 Forms, which will
26 be issued to the PAGA Settlement Members with distribution of their
27 Individual PAGA Payments.
28

1 3.4.3. Plaintiff Enhancement Payments. The Plaintiff Enhancement Payments,
2 in the amount approved by the Court, are to be paid from the PAGA
3 Settlement Member Gross Settlement Amount.

4 3.5. Payments from the PAGA Counsel Attorneys' Fees and Costs. The Administrator
5 will make and deduct the following payments from the PAGA Counsel Attorneys'
6 Fees and Costs Amount, in the amounts approved and specified by the Court in the
7 Approval Order:

8 3.5.1. To PAGA Counsel. A PAGA Counsel Attorneys' Fees and Costs Payment
9 of not more than Three Hundred Forty Thousand Dollars and No Cents
10 (\$340,000.00), including actual litigation expenses and a fraction of the
11 attorneys' fees PAGA Counsel claims have been billed to date on this
12 Action. Defendant will not oppose requests for Court approval of these
13 payments, as supported by declarations from PAGA Counsel, and provided
14 that the requests do not exceed these amounts. As part of the motion for
15 approval of this Settlement, Plaintiffs and/or PAGA Counsel will file an
16 application or motion for approval of the PAGA Counsel Attorneys' Fees
17 and Costs Payment. If the Court approves a PAGA Counsel Attorneys'
18 Fees and Costs Payment in an amount that is less than the amounts
19 requested, the Administrator will allocate the remainder to the *Cy Pres*
20 Recipient, Impact Fund. The Released Parties shall have no liability to
21 PAGA Counsel, or any other plaintiff's counsel, arising from any claim to
22 any portion of any PAGA Counsel Attorneys' Fees and Costs Payment. The
23 Administrator will report payment of the PAGA Counsel Attorneys' Fees
24 and Costs Payment using one or more IRS 1099 Forms. PAGA Counsel
25 assumes full responsibility and liability for taxes owed on the PAGA
26 Counsel Attorneys' Fees and Costs Payment and holds Defendant harmless
27 and indemnifies Defendant from any dispute or controversy regarding any
28 division or sharing of any of these Payments.

1 3.5.2. To the Administrator: An Administrator Expenses Payment not to exceed
2 Ten Thousand Dollars and No Cents (\$10,000.00), except for a showing of
3 good cause and as approved by the Court, to come from the PAGA Counsel
4 Attorneys' Fees and Costs Payment. To the extent the actual amount of the
5 Administration Expenses is less or the Court approves payment less than
6 \$10,000, the Administrator will distribute the remainder as PAGA Counsel
7 Attorneys' Fees and Costs Payment.

8 3.6. **Production of PAGA Settlement Member Record.** In consideration for the
9 covenants, promises, waivers, and releases contained in this Agreement, and subject
10 to Court approval, Defendant agrees to produce the following employment or job-
11 assignment related documents for each PAGA Settlement Members to PAGA
12 Counsel to fully settle, resolve, and extinguish all the PAGA Claims and the Action
13 to the fullest extent permitted by law. Defendant will not produce any other
14 document except those set forth specifically below:

15 3.6.1. Directly Hired PAGA Settlement Member Production. For each Directly
16 Hired PAGA Settlement Member, Defendant will produce the following:
17 (i) the employment contract; (ii), payroll authorization form; (iii) notices of
18 commendation, warning, discipline, or termination; (iv) performance
19 reviews; (v) wage statements; and (vi) any complaint or report lodged by
20 the Directly Hired PAGA Settlement Member regarding race-based
21 discrimination and/or harassment that Defendant received.

22 3.6.2. Contractor PAGA Settlement Member Production. For each Contractor
23 PAGA Settlement Member, Defendant will produce the following
24 documents to the extent they are maintained by Defendant: (i) any notices
25 of commendation, warning, discipline, or termination of assignment; and
26 (ii) any complaint or report lodged by the Contractor PAGA Settlement
27 Member regarding race-based discrimination and/or harassment that
28 Defendant received.

3.6.3. Timeline for Production. Defendant will commence the production of the aforementioned documents on a rolling basis beginning seven (7) calendar days following the Approval Order. Approximately twenty-five percent (25%) of the responsive files will be produced every thirty (30) calendar days thereafter, with the entire production to conclude within 120-days from the date of the approval order.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. **PAGA Settlement Member Data.** Within twenty-one (21) calendar days of the Approval Order, Defendant will deliver the PAGA Settlement Member Data (*i.e.*, the name, last-known mailing address, and social security number, to the extent available) to the Administrator. To protect the PAGA Settlement Members' privacy rights, the Administrator must maintain the PAGA Settlement Member Data in confidence, use the PAGA Settlement Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Settlement Member Data to Administrator staff who need access to the PAGA Settlement Member Data to effect and perform under this Agreement, and PAGA Counsel to the extent sought by PAGA Counsel to ensure the settlement is effectuated properly, including but not limited to resolving any dispute over the eligibility for or amount of a PAGA Settlement Member's Individual PAGA Payment. PAGA Counsel may also provide the Administrator with contact information for PAGA Settlement Members to ensure that the Administrator has current contact information.

4.2. **Funding of Settlement Amounts.** Defendant shall fund the PAGA Settlement Member Gross Settlement Amount and PAGA Counsel Attorneys' Fees and Costs by depositing the funds with the Administrator no later than thirty (30) calendar days after the Court Approval.

4.3. **Payments from Settlement Amounts.** Within fourteen (14) calendar days after Defendant fully funds the PAGA Settlement Member Gross Settlement Amount and PAGA Counsel Attorneys' Fees and Costs, the Administrator will mail checks for all

1 Individual PAGA Payments and the LWDA PAGA Payment, will pay itself the
2 Administrator Expenses Payment, and will wire the PAGA Counsel Attorneys' Fees
3 and Costs Payment.

4 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and
5 send them to the PAGA Settlement Members via First Class U.S. Mail,
6 postage prepaid. The face of each check shall prominently state the date
7 (not less than 180 days after the date of mailing) when the check will be
8 voided (the "Void Date"). The Administrator will cancel all checks not
9 cashed by the Void Date. Before mailing any checks, the Administrator
10 must update the PAGA Settlement Member's mailing addresses using the
11 National Change of Address Database.

12 4.3.2. The Administrator must conduct an PAGA Settlement Member Address
13 Search for all PAGA Settlement Members whose checks are returned
14 undelivered without a USPS forwarding address. Within seven (7) calendar
15 days of receiving a returned check, the Administrator must re-mail checks
16 to the USPS forwarding address provided or to an address ascertained
17 through the PAGA Settlement Member Address Search. The Administrator
18 need not take further steps to deliver checks to PAGA Settlement Members
19 whose re-mailed checks are returned as undelivered. If requested by a
20 PAGA Settlement Member prior to the Void Date, the Administrator shall
21 promptly send a replacement check to any PAGA Settlement Member
22 whose original check was lost or misplaced.

23 4.3.3. For any PAGA Settlement Member whose Individual PAGA Payment
24 check is uncashed and canceled after the Void Date, the Administrator shall
25 transmit the funds represented by such checks to *Cy Pres* recipient, the
26 Impact Fund.

27 4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant
28 to confer any additional benefits or make any additional payments to the

PAGA Settlement Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Upon the Court's Approval Order and Defendant's full funding of the Settlement Amounts, the Settlement shall be effective as a full and final accord and satisfaction and settlement of, and as a bar to, the Released PAGA Claims against the Released Parties by Plaintiffs, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the PAGA Settlement Members they seek to represent, the LWDA, and the State of California.

5.1. **Released PAGA Claims.** All PAGA claims alleged, or that could have reasonably been alleged arising out of the facts asserted in Plaintiffs' PAGA Notices and the Operative Complaint, namely PAGA claims that occurred during the relevant PAGA Period for: (1) failure to allow copying and/or access to wage statements under California Labor Code § 226; (2) failure to allow copying of signed instrument under California Labor Code § 432; and (3) failure to make personnel records available for inspection and copying under California Labor Code § 1198.5.

5.2. **Release by PAGA Counsel.** PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys' fees and expenses incurred in connection with the Operative Complaint and the PAGA Notices during the PAGA Period.

5.3. **No Opt Out.** There is no statutory right for any PAGA Settlement Member to opt out or otherwise exclude himself or herself from the Settlement. Further, there is no right or opportunity for any PAGA Settlement Member, with the exception of Plaintiffs, to appeal the approval of the Settlement by the Court.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs will prepare and file an application or motion for approval of this Settlement, allowing Defendant five (5) calendar days to review and comment prior to submission, as discussed below.

1 6.1. **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel
2 all documents necessary for obtaining approval of this Settlement under Labor Code
3 § 2699(f)(2) including (i) a draft proposed Order Granting Approval of PAGA
4 Settlement, which will include a dismissal of Plaintiffs' PAGA claims with prejudice;
5 (ii) a "not to exceed" bid from the Administrator for administering the Settlement;
6 and (iii) a signed declaration from PAGA Counsel attesting to timely transmission to
7 the LWDA of all necessary PAGA documents (*i.e.*, the PAGA Notices and Plaintiffs'
8 initial notice of violations [Labor Code § 2699.3(a)], the Operative Complaint [Labor
9 Code § 2699(1)(1)], and this Agreement [Labor Code § 2699(1)(2)]. In their
10 Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any
11 other pending matter or action asserting claims that will be extinguished or adversely
12 affected by the Settlement.

13 6.2. **Responsibilities of PAGA Counsel.** Subject to Defendant's review and approval
14 prior to filing, PAGA Counsel shall be responsible for expeditiously finalizing and
15 filing the application or motion for approval of this Settlement pursuant to California
16 Labor Code § 2699(1)(2), which will set forth why the terms of the settlement are fair,
17 adequate, and reasonable, and, if necessary, obtaining a prompt hearing date for the
18 motion and appearing in Court to advocate in favor of the motion. Defendant shall
19 not oppose such a motion provided that it is consistent with the terms of this
20 Agreement. PAGA Counsel will provide Defense Counsel with a draft of said motion
21 at least five (5) court days prior to filing with the Court in order to provide Defendant
22 with an opportunity to comment on and propose revisions to the motion before it is
23 filed. PAGA Counsel is responsible for delivering the Court's Approval Order to the
24 Administrator.

25 6.3. **Non-Approval of Agreement.** Because settlement of the Action requires Court
26 approval pursuant to Labor Code § 2699(1)(2), the Agreement is conditional and
27 contingent upon approval and entry of Judgment. If the Court does not approve this
28 Agreement, or if appellate review is sought and on such review the Court's decision

1 is materially modified or reversed, then each of the Parties by and through their
2 Counsel, will cooperate with each other and use their best efforts to seek to reach
3 agreement to revise the affected term(s) of the Agreement in order to obtain approval.
4 Any order relating to the award of attorneys' fees and expenses, or any appeal from
5 any order relating thereto or reversal or modification thereof, will not operate to
6 terminate or cancel this Agreement. If the amount of the PAGA Counsel Attorneys'
7 Fees and Costs Payment awarded by the Court is less than PAGA Counsel's
8 requested amount, the difference shall be allocated to *Cy Pres* Recipient, unless there
9 is an appeal specific to the PAGA Counsel Attorneys' Fees and Costs Payment, in
10 which case any amount not approved after appeal will be sent to *Cy Pres* Recipient
11 within thirty (30) days after conclusion of such appeal. Nothing in this Agreement
12 will require Defendant to pay more than the Settlement Amounts under any
13 circumstances.

14 6.4. **Confidentiality of Terms Pending Filing of Motion for Court Approval.**

15 Plaintiffs agree to maintain the terms and conditions of this Agreement as confidential
16 and agree not to disclose the terms of this Agreement until the motion for approval is
17 filed with the Court and/or submitted to the LWDA, after which time Plaintiffs shall
18 refer any questions or comments about the Settlement or this Agreement from PAGA
19 Settlement Members to PAGA Counsel. The Parties agree that this Paragraph is a
20 material inducement to entering into this Agreement. Nothing in this Agreement
21 shall limit Plaintiffs' right to communicate with their spouse, legal counsel, personal
22 certified accountant, financial adviser, or any other financial consultant, or as
23 required or compelled by legal authority before or after the motion for approval is
24 filed with the Court.

25 7. **SETTLEMENT ADMINISTRATION.**

26 7.1. **Selection of Administrator.** The Parties have jointly selected Simpluris, to serve as
27 the Administrator and verified that, as a condition of appointment, Simpluris, agrees
28 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in

1 this Agreement in exchange for payment of Administration Expenses. The Parties
2 and their Counsel represent that they have no interest or relationship, financial or
3 otherwise, with the Administrator other than a professional relationship arising out
4 of prior experiences administering settlements.

5 7.2. **Individual PAGA Payment Distribution.** Because the Individual PAGA Payments
6 are a payment in compromise and settlement of claims for alleged civil penalties, one
7 hundred percent (100%) of each Individual PAGA Payment will be considered non-
8 wage income, not subject to any withholdings or deductions. The Administrator shall
9 be responsible, to the extent necessary based on the amount of a payment, for all tax
10 reporting and documentation related to Individual PAGA Payments, as well as all
11 other payments made under the Agreement.

12 7.3. **Administrator Accounting.** The Administrator will provide an accounting under
13 oath to the Parties of the amounts paid out, including, but not limited to, the LWDA
14 PAGA Payment, the PAGA Settlement Member Net Settlement Amount, the PAGA
15 Counsel Attorneys' Fees and Costs Payment, and the Administrator's Expenses
16 Payment.

17 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all tasks
18 to be performed or observed by the Administrator contained in this Agreement or
19 otherwise.

20 **8. CONTINUING JURISDICTION OF THE COURT.**

21 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
22 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
23 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
24 matters as are permitted by law.

25 8.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the material
26 terms and conditions of this Agreement, Plaintiffs, Defendant, and their respective
27 Counsel hereby waive any and all rights to appeal from the Judgment, including all
28 rights to post-judgment and appellate proceedings, the right to file motions to vacate

1 judgment, motions for new trial, extraordinary writs, and appeals. If, for any reason
2 an appeal is taken, the Parties' obligations to perform under this Agreement will be
3 suspended until such time as the appeal is finally resolved and the Judgment becomes
4 final. However, if PAGA Counsel appeals the PAGA Counsel Attorneys' Fees and
5 Costs Payment, such appeal shall not in any way delay the payment obligations under
6 this Agreement. In this instance, any disputed amount will remain with the
7 Administrator pending the outcome of any appeal and any unawarded amounts,
8 following appeal, will be distributed to *Cy Pres* Recipient.

9 **9. MISCELLANEOUS PROVISIONS.**

10 9.1. **No Admission of Liability or Representative Manageability for Other Purposes.**

11 This Agreement represents a compromise and settlement of highly disputed claims.
12 Nothing in this Agreement is intended or should be construed as an admission by
13 Defendant that any of the allegations in the Operative Complaint or PAGA Notices
14 have merit or that Defendant has any liability for any claims asserted; nor should it
15 be intended or construed as an admission by Plaintiffs that Defendant's defenses in
16 the Action have merit. The Parties agree that representative treatment is for purposes
17 of this Settlement only. If, for any reason the Court does not approve this Settlement,
18 Defendant reserves all available defenses to the claims in the Action, and Plaintiffs
19 reserves the right to contest Defendant's defenses. The Settlement, this Agreement,
20 and Parties' willingness to settle the Action will have no bearing on, and will not be
21 admissible in connection with, any litigation (except for proceedings to enforce or
22 effectuate the Settlement and this Agreement).

23 9.2. **Integrated Agreement.** Upon execution by all Parties and their respective Counsel,
24 this Agreement together with its attached exhibits shall constitute the entire
25 agreement between the Parties relating to the Settlement, superseding any and all oral
26 representations, warranties, covenants, or inducements made to or by any Party.

27 9.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant
28 and represent that they are authorized by Plaintiffs and Defendant, respectively, to

1 take all appropriate action required or permitted to be taken by such Parties pursuant
2 to this Agreement to effectuate its terms, and to execute any other documents
3 reasonably required to effectuate the terms of this Agreement including any
4 amendments to this Agreement.

5 9.4. **Cooperation.** The Parties and their Counsel will cooperate with each other and use
6 their best efforts, in good faith, to implement the Settlement by, among other things,
7 modifying the Settlement Agreement, submitting supplemental evidence and
8 supplementing points and authorities as requested by the Court. In the event the
9 Parties are unable to agree upon the form or content of any document necessary to
10 implement the Settlement, or on any modification of the Agreement that may become
11 necessary to implement the Settlement, the Parties will seek the assistance of the
12 mediator, Mr. Rukin, and/or the Court for resolution.

13 9.5. **No Prior Assignments.** The Parties separately represent and warrant that they have
14 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
15 transfer, or encumber to any person or entity and portion of any liability, claim,
16 demand, action, cause of action, or right released and discharged by the Party in this
17 Settlement.

18 9.6. **No Tax Representations.**

19 9.6.1. The Parties agree that all tax obligations, if any, which may arise from the
20 payments set forth above shall be the sole obligation of Plaintiffs, PAGA
21 Settlement Members, and/or PAGA Counsel. Because the Individual PAGA
22 Payments are a payment in compromise and settlement of claims for alleged
23 civil penalties, one hundred percent (100%) of each Individual PAGA
24 Payment will be considered non-wage income, not subject to any
25 withholdings or deductions. The Administrator shall be responsible, to the
26 extent necessary based on the amount of a payment, for all tax reporting and
27 documentation related to Individual PAGA Payments, as well as all other
28 payments made under the Agreement.

1 9.6.2. Plaintiffs acknowledge that neither Defendant nor PAGA Counsel make
2 any representations or warranties with respect to any tax consequences or
3 characterization of the nature of any payment under this Agreement.

4 9.6.3. Plaintiffs and PAGA Counsel each agree to hold Defendant harmless from
5 and against any damage or penalty incurred by Defendant as a result of any
6 taxing authority assessing any tax or penalty upon Defendant as a
7 consequence of any tax being due and unpaid on each of their portions of
8 the settlement.

9 9.6.4. Neither Plaintiffs, PAGA Counsel, Defendant, nor Defense Counsel are
10 providing any advice regarding taxes or taxability, nor shall anything in this
11 Settlement be relied upon as such within the meaning of United States
12 Treasury Department Circular 230 (31 CFR Part 10, as amended) or
13 otherwise.

14 9.7. **Modification of Agreement.** This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed by all
16 Parties or their representatives, and approved by the Court.

17 9.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure
18 to the benefit of, the successors of each of the Parties.

19 9.9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
20 preparation of this Agreement. This Agreement will not be construed against any
21 Party on the basis that the Party was the drafter or participated in the drafting.

22 9.10. **Confidentiality.** To the extent permitted by law, all agreements made, and orders
23 entered during Action and in this Agreement relating to the confidentiality of
24 information shall survive the execution of this Agreement.

25 9.11. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA
26 Counsel pursuant to Cal. Evid. Code §1152, and any copies and summaries of the
27 PAGA Data provided to PAGA Counsel by Defendant in connection with the
28 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.

9.12. **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.

9.13. **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.

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

9.14.1. **To Plaintiffs:**

Bryan Schwartz (E-mail: bryan@bryanschwarzlaw.com)
Matthew Helland (E-mail: helland@nka.com)

9.14.2. **To Defendant:**

Christina Tellado (E-mail: ttellado@polsinelli.com)
Billy Sahachartsiri (E-mail: bsahachartsiri@polsinelli.com)
POL SINELLI LLP
2049 Century Park East, Suite 2900
Los Angeles, California 90067

9.15. **Nullification of Agreement.** In the event that the Court does not approve the Agreement and enter Judgment as provided herein, then this Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

9.16. **Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

- 1 9.17. **Severability.** If any term or provision of this Agreement is held to be invalid or
2 un enforceable, the remaining portions of this Agreement will continue to be valid
3 and will be performed, construed, and enforced to the fullest extent permitted by law,
4 and the invalid or un enforceable term will be deemed amended and limited in
5 accordance with the intent of the Parties, as determined from the face of the
6 Agreement, to the extent necessary to permit the maximum enforceability or
7 validation of the term or provision.
- 8 9.18. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, and
9 other costs incurred in connection with this Agreement and in connection with the
10 Action, except as otherwise set forth specifically herein.
- 11 9.19. **Authority.** Defendant represents and warrants that the undersigned has the authority
12 to act on behalf of Defendant and to bind Defendant to the terms of this Agreement.
13 Plaintiffs represent and warrant that they have the capacity to act on their own behalf
14 and on behalf of all who might claim through them to bind them to the terms and
15 conditions of this Agreement, including the PAGA Settlement Members (which
16 includes any legal heirs and/or successors-in-interest of each and every PAGA
17 Settlement Members) and the LWDA.
- 18 9.20. **Governing Law.** This Agreement shall be construed and interpreted in accordance
19 with the laws of the State of California. The Court shall retain jurisdiction solely
20 with respect to the interpretation, implementation, and enforcement of the terms of
21 this settlement, and the Parties and their respective counsel submit to the jurisdiction
22 of the Court for purposes of interpreting, implementing, and enforcing the settlement
23 embodied in this Agreement and all orders and judgments entered in connection
24 therewith. In the event either Party is reasonably required to seek to enforce any of
25 the terms of this Agreement, the prevailing party shall be entitled to attorneys' fees
26 and costs.
- 27 9.21. **Binding Agreement.** The Parties warrant that they understand and have full
28 authority to enter into this Agreement, and further intend that this Agreement will be

1 fully enforceable and binding on all Parties, and agree that it will be admissible and
2 subject to disclosure in any proceeding to enforce its terms. The Parties further agree
3 that, as of the Approval Order, Plaintiffs, all other PAGA Settlement Members, the
4 LWDA, and Defendant shall be bound by this Agreement as to the Action.

5 9.22. **Arbitration.** This Agreement shall not affect the validity of any arbitration
6 agreements and/or release agreements applicable to Plaintiffs or any PAGA
7 Settlement Members. Defendant reserves the ability to enforce arbitration
8 agreements in any other action, or in this Action as to any arbitrable claims of PAGA
9 Settlement Members, subject to an enforceable arbitration agreement and should the
10 Court not approve the Agreement and enter Judgment as provided herein. Nothing
11 in this Agreement shall prevent or prohibit any PAGA Settlement Members,
12 including Plaintiffs, to assert any defenses or challenge to any purported arbitration
13 agreements and/or release agreements.

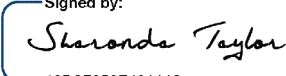
14 9.23. **Execution in Counterparts.** This Agreement may be executed in one or more
15 counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for
16 purposes of this Agreement shall be accepted as an original. All executed
17 counterparts and each of them will be deemed to be one and the same instrument if
18 counsel for the Parties will exchange between themselves signed counterparts. Any
19 executed counterpart will be admissible in evidence to prove the existence and
20 contents of this Agreement.

21 9.24. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement they
22 will ask the Court that the litigation be stayed, except to effectuate the terms of this
23 Agreement. The Parties further agree to extend the date to bring a case to trial under
24 California Code of Civil Procedure § 583.310 for the entire period of this settlement
25 process, after the signing of this Agreement, pursuant to California Code of Civil
26 Procedure § 583.330.

IT IS AGREED AND UNDERSTOOD BY:

Plaintiffs:

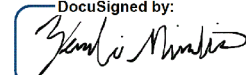
Dated: 4/10/2025

By: 
Signed by: Sharonda Taylor
13BC7950E49144C...

Dated:

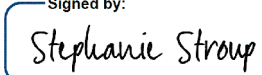
By: Tatianna Smith

Dated: 4/11/2025

By: 
DocuSigned by: Zenobia Williams
5AF571D5996C485...

Defendant:

Dated: 4/10/2025

By: 
Signed by: Stephanie Stroup
E852A3B5F6F64EB...
Name: Stephanie Stroup
Title: Associate General Counsel
Representative for Defendant Tesla, Inc.

APPROVED AS TO FORM BY:

Plaintiffs' Counsel:

Dated: 4/10/2025

BRYAN SCHWARTZ LAW

By:

Signed by:

Bryan Schwartz
716A4C7AD9CE4DC...
Bryan Schwartz

Dated: 4/10/2025

CALIFORNIA CIVIL RIGHTS LAW
GROUP

By:

DocuSigned by:

LAWRENCE ORGAN
622560BA2023417...
Lawrence Organ

Dated: 4/10/2025

NICHOLAS KASTNER LLP

By:

Signed by:

Matthew C. Helland
253476E95B8D496...
Matthew C. Helland

*Attorneys for Plaintiffs Sharonda Taylor,
Tatianna Smith, and Zenobia Milligan*

Defense Counsel:

Dated:

POLSINELLI LLP

By:

Christina T. Tellado
Billy Sahachartsiri

Attorneys for Defendant Tesla, Inc.

1 **APPROVED AS TO FORM BY:**

2 **Plaintiffs' Counsel:**

3
4 Dated: BRYAN SCHWARTZ LAW

5 By: _____
6 Bryan Schwartz

7
8 Dated: CALIFORNIA CIVIL RIGHTS LAW
GROUP

9
10 By: _____
Lawrence Organ

11
12 Dated: NICHOLS KASTER, LLP

13 By: _____
14 Matthew C. Helland

15 *Attorneys for Plaintiffs Sharonda Taylor,*
16 *Tatianna Smith, and Zenobia Milligan*

17 **Defense Counsel:**

18 Dated: April 11, 2025

POLSINELLI LLP

19
20 By:  _____
21 Christina T. Tellado
22 Billy Sahachartsiri

23 *Attorneys for Defendant Tesla, Inc.*
24
25
26
27
28

EXHIBIT A

*(list of aggrieved
individuals omitted to
protect privacy)*

EXHIBIT 2



Reference No. 20250319-PJI-04

May 19, 2025

Matthew C. Helland, Esq.
Nichols Kaster
235 Montgomery Street, Suite 810
San Francisco, CA 94104

RE: 766 Aggrieved Employees

Dear Matthew,

Thank you for this opportunity to provide an updated quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is \$6,583. As a courtesy, we are offering a \$2,583 discount, for a discounted total of \$4,000. Additionally, we agree to cap our costs at \$5,000.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20250319-PJI-04	Prepared By:	Patrick Ivie
Estimate Date:	5/19/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	8/17/2025	Email:	pivie@simpluris.com

Attorney Contact
Attorney: **Matthew C. Helland, Esq.**
Firm: Nichols Kaster
Email: helland@nka.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

**Case Name: 766 Aggrieved Employees
PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	766	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	2	\$220.00
Database Manager - Initial Data Analysis	\$125.00	2	\$250.00
Total:			\$470.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse Notice with award payments and tax document
- Uncashed checks to the State Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	3	\$375.00
Disbursement Manager - Data Validation	\$90.00	2	\$180.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Maintenance	\$125.00	6	\$750.00
NCOA/CASS/LACS	\$0.14	766	\$107.24
Print & Mail Notice, Check and Tax Documents	\$1.00	766	\$766.00
Postage	\$0.72	766	\$551.52
Process Returned Checks	\$0.20	77	\$15.40
Skip Trace Search Undeliverable Checks	\$0.12	77	\$9.24
Remail Checks (Includes Postage)	\$2.00	77	\$154.00
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	5	\$12.50
Reissue 1099s	\$2.50	5	\$12.50
Responding to IRS/State/Agency Inquiries	\$75.00	2	\$150.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$5,788.40

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	2	\$90.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$325.00

Total Estimated Cost of Administration:	\$6,583
Less Client Courtesy Discount:	<u>-\$2,583</u>
Discounted Total:	<u>\$4,000</u>
Not-to-Exceed Total:	<u>\$5,000</u>

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

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

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

EXHIBIT 3



Nichols Kaster, PLLP

Firm Resume

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Nichols Kaster Attorneys	30

Firm Overview

For more than forty-five years, Nichols Kaster has enjoyed a sterling reputation as a top employment and consumer plaintiffs' litigation firm. We have represented hundreds of thousands of employees and consumers nationwide on a variety of legal issues arising under both state and federal laws.

The Firm's National **Wage and Hour** team represents employees in class and collective actions seeking to recover unpaid wages in circumstances where employers misclassify workers or otherwise fail to compensate them for all hours worked, pursuant to minimum wage and overtime rates, or as required by contract. The Firm also represents groups of employees seeking to recover unpaid commissions and unlawfully pooled tips.

Nichols Kaster represents workers and consumers who have endured **discrimination** and who have had their **civil rights** violated on either an individual or class-wide basis. The Firm's employment group is also dedicated to assisting individual employees in Minnesota and surrounding states with a variety of legal needs, including addressing discrimination; harassment; retaliation; accommodation and leave issues; contract, severance, and non-compete disputes; as well as defending against licensure complaints.

The Firm also assists employees and retirement plan participants in protecting their **401(k) investments and other benefits**. Nichols Kaster challenges breaches of fiduciary duty relating to excessive fees, underperforming funds, imprudently managed accounts, and failure to properly pay benefits.

Consumer Representation

- Forced-Placed Insurance
- Credit Reporting
- Improper Background Checks
- Student Loans
- Predatory Lending
- Interest Overcharges and Misapplication of Loan Payments
- Billing Practices
- Deceptive Practices
- Debt Collection Violations

Employee Representation

- Wage & Hour Violations
- 401(k) and Benefit Breaches
- Qui Tam/False Claims
- Wage Fixing
- Equal Pay Violations
- Harassment
- Discrimination
- Retaliation
- Medical leave
- Failure to Accommodate
- Federal Railway Safety Act Violations
- Breach of Contract
- Severance
- Non-Compete Agreements
- Defamation

Nichols Kaster is dedicated to protecting consumer rights through its National **Consumer** Class Action team. Over the years, the Firm has represented consumers with a variety of violations, primarily on a class-wide basis. The Firm led the way in forced-placed flood and hazard litigation and with claims under the Fair Credit and Reporting Act.

Nichols Kaster also represents **whistleblowers and relators** who have "blown the whistle" on illegal activity. These cases involve the

reporting of possible government fraud, mishandling of toxic substances, violations of tax or securities laws, discrimination in education, failure to provide access to public facilities, and more. Nichols Kaster represents individuals who have brought claims on behalf of the government against entities who have defrauded the government under the False Claims Act (also known as “qui tam” lawsuits).

No matter the type of claim, Nichols Kaster helps everyday people seek redress against big corporations.

Accolades

The NATIONAL TRIAL LAWYERS AND ALM have named Nichols Kaster, PLLP the Employment Rights Law Firm of The Year. According to an ALM spokesperson,

[T]he lawyers and law firms selected this year from more than 250 submissions have demonstrated repeated success in cutting-edge work on behalf of plaintiffs over the last 15 months. They possess a solid track record of client wins over the past three to five years. The 2020 Elite Trial Lawyers finalists delivered results for clients across a wide range of cases with some of the most difficult sets of facts, very challenging circumstances, often filing uphill battles for years. Many were up against some of the most prominent defense firms on the globe... The winners stood out based on the uniqueness and importance of their cases as well as the results delivered for their clients.

The U.S. NEWS & WORLD REPORT has continued to name Nichols Kaster as a **Best Law Firm®** and honored individual lawyers at the Firm as **Best Lawyers®**, consecutively since 2012. LAW360 has listed Nichols Kaster as a top plaintiffs’ employment law firm, and MINNESOTA LAWYER has declared it one of Minnesota’s top 100 firms. In 2019, nine of Nichols Kaster’s attorneys were named as part of the 500 leading plaintiff employment lawyers on **Lawdragon.com**’s list of the nation’s best employment lawyers. In 2023, twelve of Nichols Kaster’s attorneys were named **Super Lawyers®** and four **Rising Stars** by SUPER LAWYERS MAGAZINE. Steve Smith and Matthew Frank were announced as the 2017 Minnesota Lawyers of the Year. On Martindale Hubbell, the firm has a 5 out of 5 peer rating.

Together the National Law Journal and LAW.COM named Nichols Kaster a top 50 firm for **Elite Trial Lawyers** “that are doing the most creative and substantial work on the plaintiffs side.” *Introducing America’s Elite Trial Lawyers*, THE NAT’L LAW J. (Sept. 8, 2014).

In 2009, Nichols Kaster was ranked as one of the top ten busiest FLSA firms in the country by Litigation Almanac 360, which conducted a study of over 500,000 federal cases and received input from more than 200 law firms. Nichols Kaster was the only plaintiffs’ firm in the top ten.

Judicial Recognition

Nichols Kaster provides employees and consumers with significant results, including substantial settlements, trial victories, and ground-breaking determinations on important legal questions. The Firm's attorneys fight hard for their clients, vigorously litigating complex actions against top national defense firms. Courts have recognized Nichols Kaster's successes and extensive experience and have appointed the Firm as lead or co-lead counsel on hundreds of **class and collective actions**. Below are just a few examples of this recognition.

"...Class Counsel is one of the relatively few firms in the country that has the experience and skills necessary to successfully litigate a complex ERISA action such as this."

The Honorable Judge Michael H. Watson

Karpik v. Huntington Bancshares Inc., No. 2:17-cv-1153 (S.D. Ohio, Feb. 18, 2021).

And it's not inappropriate to say, at this juncture, how deeply appreciative the Court is of the lawyering here, and I'm appreciative of the lawyering in two most important respects. One, there's been outstanding advocacy here. I have, um, wrestled with the matters in dispute, found them most challenging, and counsel has behaved throughout with both high ethics and zeal and true advocacy on the part of their clients, and I don't want that to go without saying I appreciate it. At the same time, and equally important, we sometimes lose track in advocacy of the desirability of resolving differences. You people have proved yourselves skilled negotiators willing to compromise, realistic, and the Court honors that as well.

The Honorable Judge William G. Young

Moitoso v. FMR, LLC, et al., No. 1:18-cv-12122-WGY (USDC MA., Jan. 12, 2021).

Class Counsel displayed skill and determination. It is unsurprising that only a few firms might invest the considerable resources to ERISA class actions such as this, which require considerable resources and hold uncertain potential for recovery.

The Honorable Judge Catherine C. Eagles

Sims v. BB&T Corp., No. 1:15-cv-841 (M.D.N.C., May 5, 2019).

[C]lass counsel achieved a strong result through skillful litigation and settlement negotiation. After filing a detailed complaint and amended complaint, working through a substantial discovery process, litigating a motion to dismiss, and undergoing mediation and settlement discussions, class counsel obtained a settlement of \$14 million and a mandatory request for proposal that will help ensure quality management of class members' 401(k) funds down the road. Regarding quality of representation, the litigation and settlement appear by all measures to be the work of skillful and experienced attorneys with significant expertise in the ERISA context.

The Honorable Judge Nathanael M. Cousins

Johnson v. Fujitsu Tech. & Bus. of Am., Inc., No. 5:16-cv-03698 (N.D. Cal., May 11, 2018).

The high quality of Nichols Kaster's representation strongly supports approval of the requested fees. The Court has previously commended counsel for their excellent lawyering. The point is worth reiterating here. Nichols Kaster was energetic, effective, and creative throughout this long litigation. The Court found Nichols Kaster's briefs and arguments first-rate. And the documents and deposition transcripts which the Court reviewed in the course of resolving motions revealed the firm's far-sighted and strategic approach to discovery . . . Further, unlike in many class actions, plaintiffs' counsel did not build their case by piggybacking on regulatory investigation or settlement . . . The lawyers at Nichols Kaster can genuinely claim to have been the authors of their clients' success.

The Honorable Judge Paul A. Engelmayer

Hart v. RCI Hospital Holdings, Inc., No. 09 Civ. 3043, 2015 WL 5577713 (S.D.N.Y. Sept. 22, 2015)

Claimant's counsel were not merely professional, but highly qualified and knowledgeable and were superb in gathering the evidence and set it forth so that an arbitrator would fully understand the import of each exhibit and the answer to each question in the face of equally qualified adversaries who had also shown themselves to be fully prepared. All counsel consistently interacted with co-counsel and opposing counsel in a professional manner recognizing the high level of everyone else's great competence and preparedness.

The Honorable Michael S. Jordan (Ret.) (Arbitrator)

Contreras v. Prime Comms Retail, LLC, AAA No. 01-22-0001-1326 (Jan. 30, 2024)

*I want to commend all of you for the **excellent work** that you did in conjunction with the special master and the court's technical advisor . . . I'm satisfied that this settlement is fair and reasonable given all the risk and expense of further litigation . . .*

Honorable Judge Kathryn Vratil

Sibley v. Sprint Nextel Corp., No. 08-cv-2063 (D. Kan. Dec. 20, 2018)

*[T]he attorneys at Nichols Kaster, PLLP are qualified, experienced, and competent, as evidenced by their background in litigating class-action cases involving FCRA violations. . . . As noted above, Plaintiffs' attorneys are experienced and **skilled consumer class action litigators** who achieved a favorable result for the Settlement Classes.*

The Honorable Chief Judge Deborah Chasanow

Singleton v. Domino's Pizza, LLC, 976 F. Supp. 2d 665 (D. Md. 2013)

*[T]his case's early resolution can partly be attributed to **counsel's experience** representing thousands of employees in wage and hour cases for thirty years, particularly within the oil and gas industry.*

The Honorable Judge Dale Drozd

McCulloch v. Baker Hughes Inteq Drilling Fluids, Inc., No. 1:16-cv-00157 (E.D. Cal. Nov. 2, 2017)

*Plaintiffs retained counsel with **significant experience** in prosecuting force-placed insurance cases, and other courts in this district have appointed them class counsel in force-placed insurance cases . . . Counsel have **worked vigorously** to identify and investigate the claims in this case, and, as this litigation has revealed, understand the applicable law and have represented their clients vigorously and effectively.*

The Honorable Magistrate Judge Laurel Beeler

Ellsworth v. U.S. Bank, N.A., No. C 12-02506, 2014 WL 2734953 (N.D. Cal. June 13, 2014)

*Thank you for all of your good work here. I know that it was really **an extraordinarily complex case**, and so well done.*

The Honorable Judge Kathryn Vratil

Harlow v. Sprint Nextel Corp., No. 08-2222 (D. Kan. Dec. 10, 2018)

[Nichols Kaster has] considerable experience in litigating wage and hour class and collective actions.

The award . . . follows efficient effort on the part of Class Counsel to achieve a sizeable recovery for the Class Members.

The Honorable Magistrate Judge Katherine Menendez
Allen v. All Temporaries, Inc., No. 16:cv-04409 (D. Minn. Feb. 14, 2018)

[T]he quality of representation, as evidenced by the substantial recovery and the qualifications of the attorneys, is high. As then District Judge Gerard E. Lynch recognized, Nichols Kaster is “a reputable plaintiff-side employment litigation boutique with a nationwide practice and special expertise prosecuting FLSA cases.”

The Honorable Judge Sidney H. Stein
Febus v. Guardian 1st Funding Grp., LLC, 870 F. Supp. 2d 337 (S.D.N.Y. 2012)

Counsel provided zealous, proficient advocacy through more than four years of litigation.

The Honorable David T. Schultz
Rao v. St. Jude et al., No. 19-cv-923 (D. Minn. Dec. 27, 2023)

[T]his court finds that counsel possess more than sufficient experience to represent Plaintiffs fairly and adequately in reaching a fair and equitable settlement in this FLSA collective action . . . The parties are represented by competent and reputable counsel.

The Honorable Judge Tony N. Leung
Mayfield-Dillard v. Direct Home Health Care, No. 1:16-cv-3489 (D. Minn. Dec. 18, 2017)

I think it was just some very efficient and good work on the part of the plaintiffs’ attorney that brought you to the point [of settlement].”

The Honorable Judge Josephine L. Staton
Urakhchin v. Allianz Asset Mgm’t of Am., L.P., No. 8:15-cv-01614 (C.D. Cal. July 27, 2018)

Counsel’s experience in vigorously litigating class/collective wage and hour actions, plus their experience with this industry were essential in obtaining this favorable and efficient result.

The Honorable Magistrate Judge Jonathon E. Hawley
Woods v. Club Cabaret, Inc., 1:15-cv-01213, 2017 WL 4054523 (C.D. IL May, 17, 2017)

*The settlement was the result of arm's-length negotiations between experienced counsel. Class Counsel is **well known** by this Court for their expertise in wage and hour litigation.*

The Honorable Judge Michael J. Davis
Burch v. Qwest Commc'ns Intl., No. 06-03523 (D. Minn. Sept. 14, 2012)

I want to say that both sides here have performed at an admirable level. And I wish that the lawyers of all cases would perform at your level. I say this to both of you, because you have been of assistance to the Court.

The Honorable Judge William Alsup
Hofstetter v. Chase Home Fin., LLC, No. 10-01313 (N.D. Cal. Nov. 7, 2011) (transcript)

*The Court finds that counsel is **competent and capable** of exercising all responsibilities as Class Counsel for the Settlement Class.*

The Honorable Judge Richard H. Kyle
Bible v. Gen. Revenue Corp., 12-CV-1236 (D. Minn. Jan. 7, 2014)

*Over the past two years, Class Counsel has been active in all stages of litigation and has particularly benefitted Plaintiffs through **capable handling of motion practice**. For example, Plaintiffs obtained summary judgment on a key issue involving the Morillion doctrine and defeated summary judgment on Defendants' de minimis defense.*

The Honorable Judge Virginia A. Phillips
Cervantez v. Celestica Corp., No. 07-729, 2010 WL 11465133, *7 (C.D. Cal. Oct. 29, 2010)

*[T]he combined **experience** of Plaintiffs' counsel as well as the fact that employment law, particularly the representation of employees, forms a large part of both the firm and counsel's practice persuades this Court that the law firm of Nichols Kaster, PLLP, and its attorneys Steven Andrew Smith and Anna P. Prakash will more than adequately protect the interests of the Class Members.*

The Honorable Magistrate Judge Tony N. Leung
Fearn v. Blazin' Beier Ranch, Inc., No. 11-743 (D. Minn. Jan. 30, 2012)

*Plaintiffs have shown good cause under Rule 16(b) because Plaintiffs' new counsel has shown the necessary diligence. Plaintiffs brought on Nichols Kaster, an experienced employment law firm of **high repute** as lead counsel in May 2012. Since that time, Plaintiffs have made a concerted effort to comply with this Court's orders and deadlines.*

The Honorable Magistrate Judge Tony N. Leung
Alvarez v. Diversified Main. Sys., Inc., No. 11-3106 (D. Minn. Aug. 21, 2012)

*Plaintiffs' counsel are qualified, experienced attorneys that are fully capable of conducting this class action litigation . . . they are highly **qualified, knowledgeable attorneys** that are willing to invest the resources necessary to fully prosecute this case.*

The Honorable Judge Gary Larson

Karl v. Uptown Drink, LLC, No. 27-CV-10-1926 (Minn. Dist. Ct. Nov. 17, 2010)

*Plaintiffs' Counsel are **qualified attorneys** with extensive experience in class action and wage and hour litigation and are hereby appointed as Class Counsel.*

The Honorable Judge Susan Richard Nelson of the U.S.D.C. D. Minn.:

Alvarez v. Diversified Main. Sys., Inc., No. 11-3106 (D. Minn. Feb. 14, 2013) (appointing class counsel and preliminarily certifying the class for settlement purposes).

*However, the difficulty of the legal issues involved [and] the **skill and experience** of Plaintiffs' counsel in FLSA cases . . . make an enhancement of the lodestar amount appropriate in this case.*

The Honorable Judge Thomas D. Schroeder

Latham v. Branch Banking & Trust Co., No. 1:12-cv-00007, 2014 WL 464236 (M.D.N.C. Jan. 14, 2014)

The Court must consider the work counsel has done in identifying or investigating potential claims in the actions, counsels' experience in handling class actions and other complex litigation and claims of the type asserted in the present action, counsels' knowledge of the applicable law, and the resources counsel will commit to representing the class. Fed.R.Civ.P. 23(g)(1)(C). After reviewing the record, the Court is satisfied that the firms of Nichols Kaster, PLLP and Stueve Siegel Hanson LLP satisfy these criteria and will adequately represent the interests of the class as counsel.

The Honorable Judge Kathryn Vratil

Sibley v. Sprint Nextel Corp., 254 F.R.D. 662, 677 (D. Kan. 2008)

*The Arbitrator also notes that the briefs submitted by Claimant's counsel and the performance at the hearing by Claimant's counsel were of a **very high quality**.*

Arbitrator Joel Grossman, Esq.

Green v. CashCall, Inc., JAMS Arbitration No. 1200047225 (JAMS Aug. 22, 2014)

Plaintiffs' counsel are adequate legal representatives for the class. They have done work identifying and investigating potential claims, have handled class actions in the past,

know the applicable law, and have the resources necessary to represent the class. The class will be fairly and adequately represented.

The Honorable Judge Susan M. Robiner

Spar v. Cedar Towing & Auction, Inc., No. 27-CV-411-24993 (Minn. Dist. Ct. Oct. 16, 2012)

[Defendant] doesn't question whether Plaintiffs are represented by qualified and competent counsel, and it's obvious that they are. Plaintiffs' are represented by a national law firm, Nichols Kaster, that specializes in employment and class action law.

The Honorable Judge Larry Alan Burns

Norris-Wilson v. Delta-T Grp., Inc., 270 F.R.D. 596 (S.D. Cal. 2010)



Notable Litigation Results

| Settlement Results

In *Chalmers v. DSSV, Inc.*, Case No. 22-cv-08863-HSG (N.D. Cal. Nov. 19, 2024), the district court approved an overtime pay settlement reached on behalf of inside sales representatives. In doing so, it

recognized that “Plaintiffs’ counsel has many years of experience litigating FLSA claims,” and gave weight to counsel’s opinion when determining that the settlement provided a fair recovery.

In *Ray v. County of Los Angeles*, No. 2:17-cv-04239-PA-SKx (C.D.Cal. Aug. 9, 2024), the court granted final approval of a **\$7,325,000** settlement for In Home Supportive Services workers in Los Angeles County who sought unpaid wages for the County’s delayed implementation of FLSA regulations in 2015.

In *Bowlay-Williams v. Google*, No. 4:21-cv-9942 (N.D. Cal. Aug. 8, 2023), the court granted final approval of a settlement of **\$8,369,000** for workers who asserted that Google’s failure to include the value of vested restricted stock units in their overtime rate of pay denied them overtime wages. The court recognized the skill and risk involved in pursuing the novel claim against a large corporation.

In *Sullivan et al. v. County of Ramsey*, No. 62-cv-21-651 (Minn. Dist. Ct., Aug. 9, 2022), the Ramsey County Board of Commissioners approved a **\$1.455 million** agreement to resolve discrimination claims brought by eight current and former correctional officers at the Ramsey County Adult Detention Facility. The correctional officers filed claims in February 2021 after they were segregated when former Minneapolis police officer Derek Chauvin was processed and held at the jail. The officers asserted claims of discrimination and hostile work environment based on their race and the color of their skin, as well as retaliation.

In *Moitoso v. FMR LLC*, 1:18-cv-12122 (D. Mass. Jan. 22, 2021), the court granted final approval of the parties’ **\$28.5 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of the Employee Retirement Income Security Act (“ERISA”).

In *Intravaia v. National Rural Electric Cooperative Ass’n.*, No. 1:19-cv-00973 (E.D. Va. Feb. 2, 2021), the court granted final approval of the parties’ **\$10 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of ERISA.

In *Karpik v. Huntington Bancshares, Inc.*, 2:17-cv-1153 (S.D. Ohio Feb. 18, 2021), the court granted final approval of the parties’ **\$10.5 million** settlement, resolving plaintiffs’ claims against defendants under ERISA.

In *Bhatia v. McKinsey & Co., Inc.*, 1:19-cv-01466 (S.D.N.Y. Feb. 17, 2021), the court granted final approval of the parties’ **\$39.5 million** settlement for a class of current and former participants in the McKinsey & Company, Inc. Profit-Sharing Retirement Plan and the McKinsey & Company, Inc. Money Purchase Pension Plan.

In *Reetz v. Lowe’s Companies Inc.*, 5:18-cv-00075 (W.D.N.C. September 9, 2021), the court granted final approval of the **\$12.5 million** settlement with defendant Lowe’s Companies, Inc. for a class of current and former participants in the Lowe’s 401(k) Plan.

In *Baker v. John Hancock Life Insurance Co. (U.S.A.)*, 1:20-cv-10397 (D. Mass. Sept. 30, 2021), the court granted final approval of the parties' **\$14 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of ERISA.

In *Abdul-Ahad v. Associated Courier Inc. (d/b/a Street Fleet)* 20-cv-0607-HB (D. Minn, Feb. 26, 2020), the court granted final approval of the parties' **\$450,000.00** gross settlement, finding the settlement to be fair, reasonable, and adequate and further awarding plaintiffs' counsel's attorneys' fees, expenses, and service awards to the named plaintiffs.

In *Bowers v. BB&T Corp.*, No. 1:15-cv-00732 (M.D.N.C. May 6, 2019), the court granted final approval of the parties' **\$24 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of ERISA.

In *Moreno v. Deutsche Bank Americas Holding Corp.*, 1:15-cv-09936 (S.D.N.Y. March 1, 2019), the court granted final approval of the parties' **\$21.9 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of ERISA.

In *Sibley v. Sprint Nextel Corp.*, No. 08-cv-2063 (D. Kan. Dec. 20, 2018), the court granted final approval of a commissions settlement for retail store sales employees totaling **\$30.5 million**.

In *Harlow v. Sprint Nextel Corp.*, No. 08-2222 (D. Kan. Dec. 10, 2018), the court granted final approval of a commissions settlement of **\$3,650,000** for business channel sales employees.

In *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, 8:15-cv-01614 (C.D. Cal. July 30, 2018), the court granted final approval of the parties' **\$12 million** settlement in a case where plaintiffs allege the defendants breached their fiduciary duties in violation of ERISA.

In *Johnson v. Fujitsu Technology Business of America, Inc.*, No. 5:16-cv-03698 (N.D. Cal. May 11, 2018), the court granted final approval of the parties' **\$14 million** settlement, and approved a class of current and former participants in the Fujitsu Group Defined Contribution and 401(k) Plan

In *Vongkhamchanh v. All Temporaries Midwest, Inc.*, 17-cv-00976 (D. Minn. Apr. 27, 2018), the court approved a settlement for health care workers who would receive over **84% of their unpaid overtime wages**, explaining that the Firm's "considerable experience litigating wage and hour class and collective actions, and informed opinions of the fairness of the settlement" provided support for approval of the hybrid state and federal action.

In *Main v. American Airlines, Inc.*, 4:16-cv-00473 (N.D. Tex. Feb. 21, 2018), the court granted final approval of the parties' **\$22 million** settlement for a class of current and former participants in the American Airlines, Inc. 401(k) Plan.

In *Allen v. All Temporaries, Inc.*, No. 16-cv-04409 (D. Minn. Feb. 14, 2018), the court granted final approval of a Rule 23 class action and FLSA collective action for settlement of home health workers'

overtime claims. The court noted that “Class Members will recover over 99% of their unpaid overtime wages after the deduction for attorneys’ fees, costs, and a class-representative service payment.”

In *Mayfield-Dillard v. Direct Home Health Care.*, No. 1:16-cv-3489 (D. Minn, Dec. 18, 2017) the court approved the parties’ joint motion for settlement approval finding that the settlement was a substantial benefit to the collective as the eligible individuals who accept the settlement will receive all their alleged overtime wage loss. The court found that “counsel possess more than sufficient experience to represent Plaintiffs fairly and adequately in reaching a fair and equitable settlement in this FLSA collective action” and that “[t]he parties are represented by competent and reputable counsel.”

In *McCulloch v. Baker Hughes Inteq Drilling Fluids, Inc.*, No. 1:16-cv-00157 (E.D. CA, Nov. 22, 2017), the court approved the settlement finding that \$3,000,000 was fair and reasonable and reflected a settlement payoff of 92% of the estimated potential value of the class members’ claims. The judge commended Nichols Kaster stating, “[T]his case’s early resolution can partly be attributed to counsel’s experience representing thousands of employees in wage and hour cases for thirty years, particularly within the oil and gas industry.”

In *Henderson v. 1400 Northside Drive, Inc.*, No. 1:13-cv-03767 (N.D. Ga. Mar. 17, 2017), the Firm achieved a \$1,360,000 settlement on the eve of trial on behalf of 37 male exotic dancers who were misclassified as independent contractors and required to pay to work through the imposition of mandatory house fees, fines, and tip-outs of other workers.

In *Vaughan v. M-Entermt’s Props., LLC*, No. 1:14-CV-914 (N.D. Ga. May 16, 2017), the court approved a \$1,100,000 settlement a week before trial for 28 female exotic dancers who the Court previously found were misclassified as independent contractors and were required to pay to work through fines, fees, and tip-outs to other workers.

In *Febus v. Guardian First Funding Group, LLC*, 90 F. Supp. 3d 240 (S.D.N.Y. Mar. 4, 2015), plaintiffs brought a motion to enforce a wage and hour settlement from which one of the individual defendants defaulted. The court ordered the defendant pay the amount due, imposed an additional thirty percent penalty on the amount due, and awarded interest. The court noted that Nichols Kaster had been “attempting, in vain, to collect,” and emphasized that defendant “cannot avoid his contractual obligations because he has decided that the settlement terms no longer suit his interests.”

In *Hart v. Rick’s Cabaret Int’l, Inc.*, No. 09 Civ. 3043, 2015 WL 5577713 (S.D.N.Y. Sept. 22, 2015). the court granted final approval of a class-wide \$15,000,000 gross settlement, finding the settlement to be fair, reasonable, and adequate and further awarding plaintiffs’ counsel’s attorneys’ fees, expenses, and service awards to the named plaintiffs and discovery participants.

In the consolidated lawsuits of *Casey v. Citibank, N.A.*, No. 5:12-cv-0820 (N.D.N.Y. Aug. 21, 2014) and *Coonan v. Citibank, N.A.*, No. 1:13-cv-00353, 2014 WL 4120599 (N.D.N.Y. Aug. 21, 2014), the court granted final approval of an approximately \$110,000,000 settlement on behalf of settlement classes who

were force-placed with flood or hazard insurance by Citibank, N.A. The settlement also provides substantial injunctive relief, forbidding Citibank and its affiliates from accepting commissions or any other form of compensation in connection with force-placed insurance for a period of six years, places limits on the amount of insurance coverage that Citibank may require borrowers to maintain, and requires Citibank to offer class members the opportunity to reduce their flood insurance coverage if Citibank had increased their coverage amount to an amount in excess of the amount required under federal law. The court found the settlement to be “fair, reasonable, and adequate, in the best interests of the Settlement Classes” and overruled nine objections.

In *Bible v. General Revenue Corp.*, No. 12-cv-01236 RHK (D. Minn. June 27, 2014), the court granted final approval of a **\$1,250,000** settlement on behalf of approximately 134,000 class members, more than double the statutory cap for a Fair Debt Collection Practices Act class action.

In *Farmer v. Bank of America, N.A.*, No. 5:11-cv-00935 (W.D. Tex. Oct. 18, 2013), the court granted final approval of the parties’ multi-million-dollar settlement with significant prospective injunctive relief, finally certifying a class of 25,000 Texas mortgagors who had been sent letters requesting proof of hazard insurance in violation of the language of their deeds of trust, and appointing Nichols Kaster as class counsel.

In *Singleton v. Domino’s Pizza, LLC*, No. 8:11-cv-01823 (D. Md. Oct. 2, 2013), the court approved the parties’ **\$2,500,000** million settlement for a class of over 50,000 under the Fair Credit Reporting Act in a case where plaintiffs alleged that the defendant employer had improperly procured consumer reports on employees and applicants and had failed to comply with the pre-adverse action notice requirements of the Act.

In *Ulbrich v. GMAC Mortgage*, No. 11-CIV-62424, 2013 WL 8692404 (S.D. Fla. May 10, 2013), the court granted final settlement approval and appointed Nichols Kaster as class counsel for a 2,000+ nationwide class. The case involved claims against GMAC Mortgage, LLC and Balboa Insurance Services, Inc. relating to force-placed wind insurance.

In *Eldredge v. City of Saint Paul*, No. 09-2018 (D. Minn. Aug. 29, 2011), plaintiff Eldredge reached a settlement of his case that was the **second largest paid** by the City of Saint Paul in an employment lawsuit.

In *Hofstetter v. JPMorgan Chase Bank, N.A.*, No. C- 10-01313, 2011 WL 1225900 (N.D. Cal. Mar. 31, 2011), Nichols Kaster was appointed class counsel for four classes encompassing approximately 40,000 mortgagors against Chase Bank. In the same case, Nichols Kaster secured an approximately **\$10,000,000** settlement for the classes. *Hofstetter*, 2011 WL 5545912 (N.D. Cal. Nov. 14, 2011).

| Appellate Achievements

In *Taylor v. Tesla, Inc.*, 104 Cal.App.5th 75 (2024), the Court of Appeal affirmed the trial court’s denial of defendant’s anti-SLAPP motion. The court held that the existence of a class action challenging

race harassment at the defendant's factory did not justify the defendant's refusal to respond to California Labor Code requests for personnel files under California's anti-SLAPP statute. The court held: "Faced with many requests for information that had nothing to do with the allegations in [the class action], Tesla made no effort to produce anything. This suggests it viewed the [class action] as a convenient excuse to relieve itself of the burden of meeting statutory obligations that were independent of its . . . defense [in the class action]."

In *Oman v. Delta Air Lines, Inc.*, 2021 WL 351960 (9th Cir. Feb. 2, 2021) and the companion case *Ward v. United Airlines, Inc.*, 2021 WL 345578 (9th Cir. Feb. 2, 2021), the Ninth Circuit held that California's wage statement and pay timing requirements apply to flight attendants who are based at California airports, rejecting the airlines' argument that compliance with these state laws would impermissibly burden interstate commerce. This ruling followed a decision from the California Supreme Court on certified questions, which held that California's wage statement and pay timing statutes apply to interstate employees who work less than 50% of their time in any one state if the employee's base of operations is in California. *See Oman v. Delta Air Lines, Inc.*, 9 Cal. 5th 762 (2020); *Ward v. United Airlines, Inc.*, 9 Cal. 5th 732 (2020).

In *Brotherston v. Putnam Investments, LLC*, 907 F.3d 17 (1st Cir. 2018), the First Circuit reversed the district court's grant of defendants' directed verdict motion, holding that plaintiffs had met their burden of proving loss causation, and that plaintiffs' damages model constituted a viable measurement of the losses suffered by Putnam's employees as a result of defendants' fiduciary breaches. The defendant filed a writ of certiorari to the U.S. Supreme Court, and in *Putnam Investments, LLC v. Brotherston*, No. 18-926, 2020 WL 129535 (U.S. Jan. 13, 2020), the Supreme Court denied defendants' petition. The case is remanded to the district court for continued trial proceedings under the First Circuit's holding that the burden to prove causation is on defendants and plaintiffs presented sufficient evidence of losses to the plan as a result of defendants' mismanagement.

In *Ray v. County of Los Angeles*, 935 F.3d 703 (9th Cir. 2019), the Ninth Circuit ruled for the plaintiffs on two distinct issues. First, the Court upheld the District Court's ruling that the County of Los Angeles was not entitled to Sovereign Immunity as an arm of the state for its role in implementing the In-Home Supportive Services program for homecare workers in Los Angeles County. In so holding, the Court declined to overturn long-standing Ninth Circuit precedent outlining the "arm of the state" doctrine, and it determined that, under the existing five-factor test, four of the factors weighed against immunity for the County. In the second part of its ruling, the Court reversed the District Court's holding regarding the effective date of Department of Labor regulations governing homecare workers employed by third parties, holding that the regulations at issue were effective January 1, 2015, despite industry challenges to the regulations that were successful at the district court level but ultimately unsuccessful on appeal.

In *Wingate v. Metropolitan Airport Commission* A19-0226 (August 19, 2019), Wingate appealed the district court's summary judgment finding in favor of Metropolitan Airport Commission (MAC) dismissing the whistleblower claim. The court of appeals reversed the district court's decision ruling the evidence presented by Wingate including his positive performance reviews, his supervisor's remarks,

MAC's promotion patterns, and a sergeant's similar report of retaliatory conduct support an inference that Wingate's engagement in protective activity was the true reason that MAC did not promote him to sergeant, thus raising a material fact dispute on the issue of pretext.

In *Moore v. City of New Brighton*, A18-2111, (July 29, 2019), the parties filed cross appeals where Moore appealed the district court's summary judgment decision and the city appealed the district court and the Court of Appeals subject-matter jurisdiction over the case. In a published decision, the Minnesota Court of Appeals reversed the district court's summary judgment decision, finding that the evidence showing the city maintained the administrative, home-bound leave for a period so long and so inconsistent with its purported reason for commencing the leave creates a material fact dispute as to whether the city's actions "penalized" the sergeant under the Minnesota Whistleblower Act and whether the city's reason is pretextual. Further, both the district court and the court of appeals rejected the city's jurisdictional argument and held that both courts have subject-matter jurisdiction over Moore's claim under the Minnesota Whistleblower Act.

Frost v. BNSF Railway, Co., 914 F.3d 1189 (9th Cir. 2019), was tried to a jury in Montana in December 2016. Mr. Frost alleged that he was retaliated against when BNSF terminated his employment after he reported suffering from PTSD. Mr. Frost was diagnosed with PTSD after he was nearly struck by an oncoming train while repairing a section of the track after his supervisor released track authority but failed to inform him and his fellow crew members. Pursuant to the Defendant's request, the jury was provided an honest belief instruction and a defense verdict resulted. Mr. Frost appealed, arguing that the instruction was error because it conflicted with the clear language of the Federal Railway Safety Act ("FRSA") and granted the jury a short-cut to rule for BNSF while ignoring evidence of retaliation. The Ninth Circuit agreed. In a unanimous decision, the Ninth Circuit definitively held there was no requirement that FRSA plaintiffs separately prove discriminatory intent under the FRSA's contributing factor standard, and thus the instruction was error. The Ninth Circuit reversed the trial verdict and remanded for a new trial.

In *McKeen-Chaplin v. Provident Savings Bank, FSB*, 862 F.3d 847 (9th Cir. 2017), the Ninth Circuit reversed the district court's grant of summary judgment to the defendant, finding that the defendant's mortgage underwriters did not fit within the administrative exemption to the Fair Labor Standards Act and remanding for judgment in the plaintiffs' favor on the issue.

In *Clark v. Centene Co. of Texas, L.P.*, 656 F. App'x 688 (5th Cir. 2016) (per curiam), the U.S. Court of Appeals for the Fifth Circuit affirmed a lower court decision that appeals nurses do not fall within the administrative or professional exemptions of the FLSA overtime requirements.

In *Carter v. HealthPort Technologies, LLC*, 822 F.3d 47 (2d Cir. 2016), the U.S. Court of Appeals for the Second Circuit vacated and remanded the district court's dismissal of plaintiff's complaint, finding that plaintiff's had Article III standing to bring this action regarding the excessive fees for providing copies of plaintiffs' medical records charged by defendants, and stating that "because the complaint alleged that each name plaintiff "through [her or his] counsel" had "paid" the charges demanded for the

records, and that the “ultimate expense” was borne by the plaintiffs, the complaint plausibly alleged that plaintiffs, as principals acting through their agents, had been injured by the alleged overcharges.”

In *Monroe v. FTS USA, LLC*, 815 F.3d 1000 (6th Cir. 2016), the U.S. Court of Appeals for the Sixth Circuit upheld the lower court’s denial of defendant’s motion to decertify the collective and affirmed the trial verdict in favor of plaintiffs. The Sixth Circuit ruled that Plaintiff’s presentation of representative testimony was appropriate at trial for proving liability for the collective and estimated average approach to calculating damages.

In *Bible v. United Student Aid Funds, Inc.*, 799 F.3d 633 (7th Cir. 2015), *reh’g. en banc denied*, 807 F.3d 839 (7th Cir. 2015), *cert. denied*, 136 S. Ct. 1607 (2016), the U.S. Court of Appeals for the Seventh Circuit reversed the district court’s dismissal of plaintiff’s complaint against a student loan guarantor for wrongfully charging collection fees on a defaulted student loan, finding that plaintiff’s claims for breach of contract and for violations of the RICO Act were not preempted by the Higher Education Act, and stating that “a guaranty agency may not impose collection costs on a borrower who is in default for the first time but who has timely entered into and complied with an alternative repayment agreement.”

In *Perez v. Mortgage Bankers Assoc.*, 135 S. Ct. 1199 (2015), the United States Supreme Court ruled unanimously in favor of a group of employees represented by Nichols Kaster. The Court upheld a Department of Labor interpretation granting minimum wage and overtime compensation for mortgage loan officers.

In *Karl v. Uptown Drink, LLC*, 835 N.W.2d 14 (Minn. Aug. 14, 2013), the Minnesota Supreme Court ruled that under Minnesota law, employers cannot require employees to reimburse them from their tips for items such as cash register shortages, unsigned credit card receipts, and customer walk outs. The Court also found that employees do not have to show that because of the deductions their wages fell below the minimum wage in order to prove a violation of Minn. Stat. § 181.79. In this case, the plaintiffs were over 750 employees who worked at three different bars/night clubs in Minneapolis. At a jury trial in 2011, the plaintiffs prevailed on their record-keeping and certain minimum wage claims, but lost on the unlawful deductions claims. Nichols Kaster appealed the deductions issue, and took it all the way to the Minnesota Supreme Court, where the Court agreed with plaintiffs and instructed the lower court to enter judgment on the plaintiffs’ behalf on this claim.

In *Boaz v. Federal Express Customer Info. Services, Inc.*, 725 F.3d 603 (6th Cir. 2013), the U.S. Court of Appeals for the Sixth Circuit ruled that plaintiff, a FedEx project manager who had claimed that FedEx had failed to pay her overtime wages, in violation of the Fair Labor Standards Act, and paid her less than male coworkers performing the same job, in violation of the Equal Pay Act, could pursue her overtime and gender discrimination claims. The federal laws at issue provide employees three years to file a lawsuit and FedEx had plaintiff sign an application which stated that lawsuits had to be brought within 6 months or claims were lost. The lower court had dismissed plaintiff’s claims, citing the application. The Sixth Circuit unanimously sided with plaintiff, reversed the dismissal and remanded the case for trial.

In *Calderon v. GEICO General Insurance Co.*, 809 F.3d 111 (4th Cir. 2015), the U.S. Court of Appeals for the Fourth Circuit affirmed a district court's grant of affirmative summary judgment in favor of approximately one hundred current and former Security Investigators, finding that they were not covered by the administrative exemption. Specifically, the Appellate Court found that plaintiffs' primary job duty was not the performance of work directly related to general business operations.

In *Lass v. Bank of America, N.A.*, 695 F.3d 129 (1st Cir. 2012), the U.S. Court of Appeals for the First Circuit struck down the district court's ruling that had dismissed plaintiff's claims. The court found that plaintiff's allegations regarding excessive flood insurance and improper kickbacks had been properly alleged and that the case should proceed.

In *Kasten v. Saint-Gobain Performance Plastics Corp.*, 131 S. Ct. 1325 (2011), the U.S. Supreme Court found in favor of the plaintiff and held that "an oral complaint of a violation of the Fair Labor Standards Act is protected conduct under the [Act's] anti-retaliation provision." This was a huge win for employees all over the country, as the Supreme Court's decision set a new FLSA anti-retaliation standard.

| Trial Verdicts and Arbitration Awards

In *Contreras v. Prime Retail Comms, LLC*, AAA No. 01-22-0001-1326 (Nov. 26, 2023) an arbitrator awarded an individual Claimant \$80,891.80 in unpaid overtime damages. Claimant worked as a store manager at one of Prime's retail stores that sold AT&T products. The arbitrator held that Prime suffered and permitted him to work off-the-clock in violation of the Fair Labor Standards Act. In a subsequent order, the arbitrator awarded Claimant's Counsel \$120,631.91 in attorneys' fees and costs for the matter.

In *Rao v. St. Jude Medical S.C., Inc. et al.* No. 19-cv-923 (DTS) (D. Minn. Oct. 19, 2023), a jury awarded a medical device sales representative \$39,030 in damages after finding that St. Jude breached his employment agreement and retaliated against him for participating in an internal investigation into a hostile work environment. The jury found against St. Jude on its counterclaim alleging that Rao violated a non-compete agreement.

In *Hendricks v. Total Quality Logistics, LLC*, No. 1:10-cv-649 (S.D. Ohio Sept. 26, 2023), a case consisting of over 4500 workers, the parties conducted a two-week bench trial regarding the defendant's liability for overtime pay under the FLSA and Ohio state law. The district court issued a trial order ruling in the plaintiff's favor on the defendant's exemption defense, finding the company and its owner liable for unpaid overtime and liquidated (or double) damages.

In *Sanders v. BNSF Railroad Co.*, No. 17-cv-5106 (D. Minn. Dec. 16, 2021), following an eight-day trial, a jury in St. Paul, Minnesota awarded Plaintiff Don Sanders, a former track inspector with BNSF Railway Company, over \$9.4 million in damages. The jury found that Sanders was retaliated against in violation of the Federal Railway Safety Act after he reported hazardous safety conditions on the railroad and reported harassment and retaliation to BNSF's Human Resources department. The jury

awarded Sanders \$611,797 in lost wages, \$250,000 in emotional distress, and \$8,600,000 in punitive damages.

In *Campbell v. Union Pacific*, No. 18-cv-00522, (D. Id. Apr. 12, 2021), following a five-day trial in Pocatello, Idaho, a jury returned a \$3.8 million verdict in favor of former Union Pacific employee, Thomas Campbell. The jury found in favor of Campbell on both his ADA discrimination and failure to accommodate claims. The jury awarded Campbell \$312,591.23 in front pay, \$2,500,000 in compensatory damages, and \$1,000,000 in punitive damages.

In *Cummings v. Chevron Corp.*, JAMS Case No. 1100086694 (June 8, 2018), an arbitrator issued a final award in the amount of \$511,533.95 in favor of Donnie Cummings, a Well Site Supervisor who worked for Chevron. The arbitrator ruled that Chevron misclassified Cummings as an independent contractor and also misclassified him as exempt from the overtime provisions of state and federal law. The arbitrator awarded Cummings \$284,270.15 in unpaid overtime, liquidated damages, and meal and rest period premiums, and awarded attorneys' fees and costs in the amount of \$227,263.80.

In *Kaiser v. Gortmaker et al.*, No. 15-cv-01030, (D.S.D. Dec. 21, 2017) following a five-day trial in Aberdeen, South Dakota, a six-person jury returned a \$1.2 million verdict in favor of former South Dakota Division of Criminal Investigation agent, Laura Zylstra-Kaiser. At the conclusion of trial, the jury found in favor of Kaiser on both her retaliation and gender discrimination claims. The jury awarded Kaiser \$311,812.00 in lost wages, \$498,929.00 in lost retirement benefits, and \$400,000.00 in emotional distress damages.

In *Clark v. Centene Company of Texas, LP*, 104 F. Supp. 3d 813 (W.D. Tex. 2015), upon the conclusion of a bench trial, the court awarded damages to a collective action of utilization review nurses. The court found that plaintiffs submitted sufficient evidence to create a just and reasonable inference as to overtime hours worked by the collective and awarded liquidated damages. This victory followed the court's order on the parties' cross-motions for summary judgment and defendant's motion for decertification last year, holding that the defendant misclassified its utilization nurses. 44 F. Supp. 3d 674 (W.D. Tex. 2014). The court ruled that plaintiffs are not exempt from the Fair Labor Standards Act's overtime laws and are thus eligible for overtime pay. The court further held that defendant's claim that each plaintiff's claim would need to be analyzed individually to determine liability and damages was without merit.

In *Rhodes v. CashCall*, JAMS Ref. No. 1200047475, *Garcia v. CashCall*, JAMS Ref. No. 1200047422, *Good v. CashCall*, JAMS Ref. No. 1200047220, and *Green v. CashCall, Inc.*, JAMS Ref. No. 1200047225 (2014), a JAMS arbitrator ruled that CashCall misclassified Rhodes and Green, loan processors, and Garcia and Good, underwriters, as exempt from the overtime requirements of California and federal law. The arbitrator awarded Rhodes \$15,000 in unpaid overtime plus an additional \$15,000 in liquidated damages, along with \$88,179 in attorneys' fees and costs, Green was awarded \$15,067.72 in damages, as well as \$54,165.50 in attorneys' fees and costs. The arbitrator also awarded Garcia \$10,000 in unpaid overtime plus an additional \$10,000 in liquidated damages,

along with \$98,709 in attorneys' fees and costs, and Good was awarded \$43,631 in unpaid overtime, as well as \$50,627.49 in attorneys' fees and costs.

In *Walsten v. Shank Power Products Co., Inc.*, No. 19HA-CV-12-1094 (D. Minn. Sept. 9, 2013), a minority shareholder case, an advisory jury returned a \$700,000 verdict for the plaintiff, finding for him on his claims for breach of fiduciary duty and violation of his reasonable expectation of continuing employment. The trial judge subsequently issued an order sustaining the \$700,000 advisory verdict and awarding \$200,000 in attorneys' fees.

In *Monroe v. FTS USA, LLC*, No. 2:08-cv-21 (W.D. Tenn. Oct. 2011), the jury found that defendants willfully violated the Fair Labor Standards Act by failing to pay nearly 300 cable installers for all overtime hours worked. The district court entered judgment with damages for the plaintiffs.

| Summary Adjudication

In *Learing v. Anthem*, 21-cv-2283- JWB-DJF (D. Minn. Mar. 22, 2024), the parties crossed moved for summary judgment on the defendant's affirmative exemption defenses. The court denied the defendant's motion and granted the plaintiff's. In addition to ruling in the plaintiff's favor on both of the defendant's administrative and professional exemption defenses, the court also concluded that defendant had not identified evidence that would support a verdict in its favor on a good-faith defense, and found liquidated damages to be appropriate.

In *Rao v. St. Jude Medical S.C., Inc.*, File No. 19-cv-923 (D. Minn. Sept. 27, 2022), the district court denied Defendants' motion for summary judgment in part, finding that there were triable issues of material fact on Plaintiff's retaliation, age discrimination, and breach of contract claims. The court granted Plaintiff's motion for summary judgment in part, dismissing Defendant's counterclaim that Plaintiff breached a confidentiality agreement, and limiting Defendant's counterclaim related to violation of a non-compete agreement to where Defendants could show alleged damages.

In *T.B. et al. v. Independent School District No. 112*, No. 19-cv-2414 (D. Minn. Aug. 1, 2022), the district court denied defendant school district's motion for summary judgment, finding that there were triable issues of material fact as to whether the district violated two students' civil rights by maintaining a racially hostile environment within its schools, failing to adequately respond to reports of race discrimination, and failing to provide school staff with proper training on how to respond to incidents of race discrimination.

In *Oman v. Delta Air Lines, Inc.*, --- F.Supp.3d ---, 2022 WL 4596624 (N.D. Cal. July 8, 2022), the court granted plaintiffs' motion summary judgment on their wage statement claims under Labor Code Section 226, holding that Delta knowingly and intentionally violated California law after it exhausted appeals and failed to correct its wage statements.

In *K.R. et al. v. Duluth Edison Public Schools Academy*, No. 19-cv-00999 (D. Minn. Mar. 16, 2022), the district court denied defendant school district's motion for summary judgment, finding

that there were triable issues of material fact as to whether the district violated two students' civil rights under Title VI, the Minnesota Human Rights Act, and the Fourteenth Amendment to the U.S. Constitution pursuant to Section 1983.

In *Mass v. Regents of the University of California*, No. RG17879223 (Cal. Super. Ct., Alameda Cnty. Nov. 19, 2021), the court denied defendants' motion for summary judgment, finding that there were triable issues of material fact as to whether defendants as trustee/plan administrator owed a duty to the UCRP beneficiaries and the contours of any such duty, whether defendants breached the alleged owed duty, and whether any breach by defendants caused members of the class to suffer any injury.

In *Deluca v. Farmers Ins. Exchange*, 386 F.Supp.3d 1235 (N.D. Cal. 2019), the court granted in part Plaintiffs' affirmative summary judgment motion and denied Defendant's summary judgment motion. The court found that Farmers could not satisfy either duties prong of the administrative exemption. As a result, the court determined that plaintiffs and class members were misclassified as exempt under state and federal law and are entitled to overtime premiums.

In *Rego v. Liberty Mutual Managed Care, LLC*, 367 F. Supp. 3d 849 (E.D. Wis. 2019), the court found as a matter of law that a defendant insurance company misclassified its utilization management nurses as exempt from overtime protections under the administrative and the professional exemptions. The plaintiffs primary job duty consisted of reviewing medical authorization requests against well-established guidelines to determine whether the criteria for medical necessity are satisfied. The court held in part that this work involved the performance of routine mental work, likened to inspection-type duties as opposed to bedside nursing.

In *Henderson v. 1400 Northside Drive, Inc.*, No. 1:13-cv-3767, 2016 WL 3125012 (N.D. Ga. June 3, 2016), the district court granted in part Plaintiffs' affirmative motion for summary judgment on the issues of: (1) whether the owner qualified as a joint employer, (2) the viability of the defendants' counterclaims, and (3) whether minimum wage damages includes recovery for fines, fees, and tipouts paid by the employee to the employer. In an earlier order, the court also the court granted plaintiffs' motion for partial summary judgment on the issues of: (1) the creative professional exemption, finding that defendants misclassified adult entertainers as exempt from the overtime and minimum wage requirements of the FLSA; and (2) offset, finding that defendants could not offset their minimum wage obligations with tips paid by customers to adult entertainers. 110 F. Supp. 3d 1318 (N.D. Ga. 2015).

In *Vaughan v. M-Enterm't Props., LLC*, No. 1:14-CV-914, 2016 WL 7365201 (N.D. Ga. Mar. 15, 2016), the district court granted in part exotic dancer plaintiffs' affirmative motion for summary judgment on the issues of (1) whether entertainers qualify as employees under the FLSA, (2) whether related entity defendants qualified as joint employers, (3) the viability of the defendants' offset defense, and (4) the viability of the defendants' counterclaims.

In *Heaton v. Social Finance, Inc.*, No. 3:14-cv-05191-the, 2015 WL 6003119 (N.D. Cal. Oct. 15, 2015), the court denied defendants' motion for summary judgment, finding that there were triable issues of fact as to whether defendants had violated the statutes at issue, whether the alleged violations were willful, and finding that defendants had failed to meet their burden as to plaintiffs' claims under the California Unfair Competition Law.

In *Hart v. Rick's Cabaret Int'l, Inc.*, No. 09-Civ-3043, 2014 WL 6238175 (S.D.N.Y. Nov. 14, 2014), the court denied decertification of the FLSA Collective and Rule 23 Class of approximately 2,300 adult entertainers at Rick's Cabaret in New York and granted, in part, plaintiffs' affirmative motion for partial summary judgment on damages, finding that no reasonable jury could conclude the Class was owed less than \$10.8 million. This significant ruling came approximately one year after the court ruled that the Class and Collective Members are employees as a matter of law under the FLSA and New York Labor Law and that Rick's Cabaret violated both laws by failing to pay wages. The court further held that the money entertainers received from Rick's Cabaret's customers were tips and not service charges that could offset wage obligations and that Rick's Cabaret violated New York Labor Law by charging Class and Collective Members fines and fees as a condition of employment. 967 F. Supp. 2d 901 (S.D.N.Y. Sept. 10, 2013).

In *Wolfram v. PHH Corp.*, No. 1:12-cv-599, 2014 WL 2737990 (S.D. Ohio June 17, 2014), the court granted plaintiffs' motion for partial summary judgment, finding that the assigned real estate offices from where plaintiffs, who are current or former loan officers employed by defendant, worked where all serving as the "employer's place of business" under the outside sales exemption of the Fair Labor Standards Act. This established that an employee may work from multiple sites, not technically owned or operated by the employer, and each of those sites can be considered the "employer's place of business" under the regulations, therefore any work performed at these sites is not "outside" work under the outside sales exemption.

In *MacIntyre v. Lender Processing Services, Inc.*, No. 3:13-cv-89-J-25JBT (M.D. Fla. Apr. 29, 2014), the court granted affirmative summary judgment to plaintiff (a Minnesota resident) on a breach of contract claim for an unpaid bonus and used its discretion to enforce Minnesota state law for defendant's (a Florida company) failure to promptly pay wages. The court simultaneously denied defendant's motion to dismiss plaintiff's gender discrimination claims ruling, in part, that defendant's actions toward plaintiff constituted direct evidence of gender discrimination.

In *Huff v. Pinstripes, Inc.*, 972 F. Supp. 2d 1065 (D. Minn. 2013), the court ruled in plaintiffs' favor on cross-motions for summary judgment, finding that Pinstripes had violated the Minnesota Fair Labor Standards Act's provisions on tip-pooling by requiring its servers to share their tips with "server assistants," who act as servers' support staff at the restaurant.

In *Ernst v. DISH Network, LLC*, No. 12-8794-LGS (S.D.N.Y. Sept. 22, 2014), the court ruled on plaintiffs and two of the defendants' cross-motions for partial summary judgment, granting plaintiff's motion and denying defendants' motion. The court ruled that the summary report received by two of the defendants was a "consumer report" for purposes of the Fair Credit Reporting Act

because it “communicated information bearing on Plaintiff’s character, general reputation, or mode of living, and the information was collected and expected to be used for ‘employment purposes.’”

In *Kirsch v. St. Paul Motorsports, Inc.*, No. 11-cv-02624, 2013 WL 1900620 (D. Minn. May 7, 2013), the court denied defendants’ motion for summary judgment in its entirety, finding that plaintiff had put forth sufficient evidence for a prima facie claim of age discrimination.

In *Bollinger v. Residential Capital*, 863 F. Supp. 2d 1041 (W.D. Wash. 2012), the court granted plaintiffs’ motion for partial summary judgment, finding that defendants misclassified the underwriter plaintiffs under the administrative exemption, and rejected defendants’ argument that there was no evidence of willful violation of the FLSA, stating that “a jury could conclude that Defendants knowingly and recklessly” misclassified plaintiffs.

In *Clinchy v. Galardi South Enterprises, Inc.*, 808 F. Supp. 2d 1326 (N.D. Ga. 2011), the court granted plaintiffs’ motion for partial summary judgment on the issue of misclassification, finding that defendants misclassified adult entertainers as independent contractors and that the entertainers were in fact employees covered by the FLSA.

| Class and Collective Certification

In *Costa v. Apple*, 3:23-cv-01353-WHO (N.D. Cal., Feb. 10, 2025), a case involving allegations that Defendant did not pay tens of thousands of employees the correct regular rate, the court granted Plaintiffs’ motion to certify Rule 23 classes under California and New York state law and denied Defendant’s motion to decertify the Fair Labor Standards Act collective.

In *Midkiff v. Anthem*, 3:22-cv-417-HEH (E.D. Va. Sept. 5, 2024), the district court held an evidentiary hearing, receiving evidence and live testimony from employee and management witnesses on the plaintiff’s motion for class certification. The court subsequently granted the plaintiff’s motion and certified a class of utilization review nurses seeking overtime pay pursuant to Virginia’s overtime law that was recently enacted in July 2021.

In *Brayman v. KeyPoint Government Solutions*, No. 18-cv-550-WJM-NRN (D. Colo. Apr. 17, 2024), the court denied the defendant’s request to decertify the FLSA collective consisting of over 200 background investigators who allege they have not been paid for all of their hours worked in violation of the FLSA.

In *Learing v. Anthem*, 21-cv-2283- JWB-DJF (D. Minn. Mar. 22, 2024), the court certified a class of utilization review nurses who allege they were misclassified as exempt under Minnesota state law and appointed Nichols Kaster as Class Counsel. The court also denied the defendant’s motion to decertify the FLSA collective.

In *Costa v. Apple, Inc.*, No. 23-cv-01353-WHO (N.D. Cal. Nov. 21, 2023) the court granted Plaintiffs’ motion for the distribution of judicial notice to over 47,000 hourly employees. Plaintiffs’

contended that Apple's failure to include the value of vested restricted stock units in the overtime rate of pay, violated the law.

In *MacDonald, et al. v. CashCall, Inc., et al.*, No. 2:16-cv-02781-MCA-ESK, Dkt 102 (D. N.J. Oct. 31, 2019) the court granted Plaintiffs' motion for class certification and appointed Nichols Kaster, PLLP class counsel in case involving more than 11,000 borrowers where Defendants are alleged to have violated usury law, the New Jersey Consumer Fraud Act, and RICO.

In *Brotherston v. Putnam Investments, LLC*, No. 1:15-cv-13825 (D. Mass. Dec. 13, 2016), the court certified a class of current and former participants in the Putnam Retirement Plan and appointed Nichols Kaster as class counsel. Plaintiffs alleged that Defendants mismanaged the plan and engaged in prohibited transactions in breach of their fiduciary duties under ERISA.

In *Harris v. Union Pac. R.R. Co.*, 329 F.R.D. 616, 620 (D. Neb. 2019), Nichols Kaster won class certification and was appointed class counsel for a class of over 7,000 railroad employees who plaintiffs alleged had been removed from their jobs in violation of the Americans with Disabilities Act

In *Ayala v. GEICO*, No. 7:18-cv-03583 (Dec. 5, 2018), the district court certified a collective class under the FLSA for Auto Adjuster Trainees who alleged they were not paid for all their overtime worked during training.

In *Bell v. Michigan Civil Service Commission and Jan Winters, State Personnel Director*, No. 17-003861-CV (Mich. Cir. Ct., Nov. 17, 2018), Nichols Kaster won class certification and was appointed class counsel for a class of over 600 African American applicants who plaintiffs alleged had been discriminated against by defendants through the use of their entry-level law enforcement examination.

In *Dunham-Sunde v. The Copper Hen Cakery*, No. 27-CV-17-17288 (D. Minn., Aug. 28, 2018), the court certified a class of over one hundred restaurant servers to pursue claims against a local restaurant for its unlawful tip-sharing practices in violation of the Minnesota Fair Labor Standards Act.

In *Deluca v. Farmers Ins. Exch.*, No. 17-cv-00034, 2018 WL 1981393 (N.D. Cal. Feb. 27, 2018), the court granted class certification of California state law overtime claims and related claims for a group of special investigators who allege that Farmers misclassified them as exempt from overtime. The court previously granted conditional certification of the plaintiffs' FLSA overtime claims.

In *Wildman v. American Century Serv., LLC*, 2017 WL 6045487 (W.D. Mo. Dec. 6, 2017), the court certified a class of current and former participants in the American Century Retirement Plan and appointed Nichols Kaster as class counsel. Plaintiffs alleged that defendants breached their fiduciary duties and engaged in prohibited transactions.

In *Ganci v. MBF Inspection Svcs., Inc.*, 323 F.R.D. 249 (S.D. Ohio 2017), the court granted class certification of a class of pipeline inspectors who worked for MBF and were paid based on a day rate, who sought unpaid overtime under Ohio state law. The court had previously granted conditional collective certification of the plaintiffs' FLSA overtime claims. 2016 WL 5104891 (S.D. Ohio Sept. 20, 2016).

In *Moreno v. Deutsche Bank Americas Holding Corp.*, 1:15-cv-09936, 2017 WL 3868803 (S.D.N.Y. Sept. 5, 2017), the court certified a class of current and former participants in the Deutsche Bank Matched Savings Plan and appointed Nichols Kaster as class counsel. Plaintiffs alleged that Defendants mismanaged the plan in breach of their fiduciary duties under ERISA.

In *Sims v. BB&T Corp.*, No. 1:15-cv-732, 2017 WL 3730552 (M.D.N.C. Aug. 28, 2017), the district court certified a class of current and former participants in the BB&T Corporation 401(k) Savings Plan and appointed Nichols Kaster as co-class counsel. Plaintiffs alleged that Defendants breached their fiduciary duties to the Plan.

In *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, 8:15-cv-01614, 2017 WL 2655678 (C.D. Cal. June 15, 2017), the district court certified a class of current and former participants in the Allianz Asset Management of America L.P. 401(k) Savings and Retirement Plan and appointed Nichols Kaster as class counsel. Plaintiffs alleged that defendants improperly managed plan assets and breached their fiduciary duties.

In *Mayfield-Dillard v. Direct Home Health Care, Inc.*, No. 0:16-cv-3489, 2017 WL 945087 (D. Minn. Mar. 10, 2017), the district court granted Plaintiffs' motion for conditional certification, certifying a group of home health care workers who challenged Defendant's practice of paying straight-time only, for overtime hours worked.

In *McQueen v. Chevron*, No. C 16-02089, 2017 WL 8948943 (N.D. Cal. Feb. 21, 2017), the Court granted conditional certification of an FLSA collective for well site managers and drill site managers who performed services for Chevron throughout the country, rejecting Chevron's arguments that the various intermediary staffing companies and differing contractual terms put the workers on different footing.

In *Tamez v. BHP Billiton Petroleum (Americas), Inc.*, No. 5:15-cv-330, 2015 WL 7075971 (W.D. Tex. Oct. 5, 2015), the court granted plaintiffs' motion for conditional certification, conditionally certifying a class of employees alleging violations of the overtime wage provisions of the Fair Labor Standards Act by a multinational corporation that produces major commodities including oil and gas.

In *Miller v. Fleetcor Technologies Operating Co., LLC*, 118 F. Supp. 3d 1351 (N.D. Ga. 2015), the court denied defendant's motion for decertification, agreeing with plaintiffs that each individual claim and the case as a whole should be kept together, allowing plaintiffs to move forward as a collective group.

In *Pearsall-Dineen v. Freedom Mortgage Corp.*, No. 13-cv-06836-JEI-JS, 2014 WL 2873878 (D. N.J. June 25, 2014), the court conditionally certified the Fair Labor Standards Act overtime case as a collective action. The judge's order authorized notice of the lawsuit to be disseminated to all mortgage underwriters who worked for Freedom Mortgage in the last three years, providing them the opportunity to join the lawsuit and to assert their overtime claims against the defendant for failing to pay them overtime hours.

In *Ellsworth v. U.S. Bank, N.A.*, No. C 12-2506-LB, 2014 WL 2734953 (N.D. Cal. June 13, 2014), the court issued a broad class certification ruling on behalf of plaintiff-borrowers who were force-placed with flood insurance. In its order, the court certified multi-state classes of borrowers spanning forty different states to pursue claims against U.S. Bank for breach of their mortgage agreements stemming from U.S. Bank's force-placed insurance practices. In addition, the court separately certified classes of borrowers in California and New Mexico to pursue claims against U.S. Bank and its force-placed insurance vendor, ASIC, for unjust enrichment, unfair business practices, and/or breach of the covenant of good faith and fair dealing.

In *Arnett v. Bank of America, N.A.*, No. 3:11-cv-01372-SI (D. Or. Apr. 17, 2014), the court preliminarily approved a \$31 million settlement for approximately 625,000 class members, the largest common fund settlement ever negotiated in a case involving force-placed flood insurance.

In *Ernst v. DISH Network, LLC*, No. 12-8794-LGS (S.D.N.Y. July 23, 2013), the court appointed Nichols Kaster as interim class counsel for the putative class with claims against Defendant Sterling Infosystems, Inc., finding that Nichols Kaster had "demonstrated it is able fairly and adequately to represent the interests of the putative class."

In *Gustafson v. BAC Home Loan Services, LP*, No. 8:11-cv-00915 (C.D. Cal. Feb. 27, 2013), Judge Josephine Staton Tucker appointed Nichols Kaster as co-lead interim class counsel for multiple putative classes in a force-placed insurance case against Bank of America and other defendants.

In *Spar v. Cedar Towing & Auction, Inc.*, Case No. 27-CV-11-24993 (D. Minn., Oct. 16, 2012), Nichols Kaster won class certification and was appointed class counsel for a class of approximately six thousand Minneapolis consumers who plaintiffs alleged had been charged illegal towing fees by defendant.

| Denial of Motions to Dismiss

In *Padilla v. Caliper Building Systems, LLC et al.*, No. 20-cv-00658 (SRN/KMM) (D. Minn., Sept. 21, 2020) the court denied defendant's motion to dismiss, holding that construction laborers working for a framing subcontractor through a labor broker plausibly alleged facts supporting joint employer status under federal and state law.

In *Jane Doe 1 et al v. Independent School District 31*, No. 20-cv-226 (SRN/LIB) (D. Minn. Aug. 14, 2020) the court denied defendant's motion to dismiss, finding that plaintiffs pled sufficient facts to support plausible Title IX, Section 1983, negligence, negligent supervision, and negligent

retention claims. Specifically, the court found that the complaint plausibly alleged a duty of care arising from a special relationship between the school district and plaintiffs, taking into account the elevated status of the school official who sexually exploited plaintiffs, the egregiousness of the sexual exploitation that occurred on district-owned devices, and the fact that the district had clear notice. Further, the court found that plaintiffs plausibly alleged that the district's own conduct created a foreseeable risk of injury to plaintiffs and that the district owed them a duty to prevent the sexual harassment and bullying faced by plaintiffs after the school official's arrest. Additionally, the court held that the complaint plausibly alleged that the district acted with deliberate indifference, resulting in a hostile education environment and peer harassment under Title IX and Section 1983. Finally, plaintiffs sufficiently alleged a pattern of constitutional violations that put the district on notice that "its employees' responses to recurring sex discrimination were insufficient to protect Plaintiffs' constitutional rights."

In *Intravaia v. National Rural Electric Cooperative Association*, No. 1:19-CV-973, 2020 WL 58276 (E.D. Va. Jan. 2, 2020), the court denied defendants' motion to dismiss in full, holding plaintiffs adequately alleged breaches of fiduciary duty and prohibited transactions under ERISA relating to the administration of the National Rural Electric Cooperative Association's 401(k) plan.

In *Reetz v. Lowe's Companies, Inc.*, No. 518CV00075, 2019 WL 4233616 (W.D.N.C. Sept. 6, 2019), the court denied defendants' motion to dismiss in substantial part, holding plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Lowe's 401(k) plan.

In *Karpik v. Huntington Bancshares Inc.*, No. 2:17-CV-1153, 2019 WL 7482134 (S.D. Ohio Sept. 26, 2019), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management and monitoring of Huntington Bank's 401(k) plan.

In *Belt v. P.F. Chang's*, No. 18-cv-03831 (E.D. Pa. Aug. 15, 2019), the court denied defendant's motion for judgment on the pleadings, holding that the DOL's new interpretation of the FLSA was unreasonable and not subject to deference, confirming that Plaintiffs had stated a claim for minimum wage violations due to P.F. Chang's failing to pay its servers the full minimum wage when they performed related yet untipped labor, such as side work, for more than 20% of their time in a workweek.

In *Nelsen v. Principal Global Investors Trust Co.*, No. 4:18-cv-00115 (S.D. Iowa, Jan. 24, 2019), the court denied defendants' motion to dismiss in substantial part, holding plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of Principal's collective investment trusts.

In *In re M&T Bank Corp. ERISA Litig.*, No. 16-cv-375, 2018 WL 4334807 (W.D.N.Y. Sept. 11, 2018), the court denied defendants' motion to dismiss in substantial part, holding plaintiffs

adequately alleged breaches of fiduciary duty under ERISA relating to the management of the M&T Bank Corporation Retirement Savings Plan.

In *Velazquez v. Massachusetts Fin. Servs. Co.*, 320 F. Supp. 3d 252 (D. Mass. 2018), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Massachusetts Financial Services Company MFSavings Retirement Plan and the Massachusetts Financial Services Company Defined Contribution Plan.

In *Beach v. JP Morgan Chase Bank*, No. 1:17-cv-00563 (S.D.N.Y. Mar. 28, 2018), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA.

In *Wildman v. American Century Serv., LLC*, 237 F. Supp. 3d 902 (W.D. Mo. 2017), the court denied defendants' motion to dismiss, finding that plaintiffs adequately alleged breaches of fiduciary duty and prohibited transactions by defendants in connection with the American Century Retirement Plan.

In *Johnson v. Fujitsu Technology Business of America, Inc.*, 250 F. Supp. 3d 460 (N.D. Cal. Apr. 11, 2017), the court denied defendants' motions to dismiss, and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Fujitsu Group Defined Contribution and 401(k) Plan.

In *Moreno v. Deutsche Bank Americas Holding Corp.*, 1:15-cv-09936, 2016 WL 5957307 (S.D.N.Y. Oct. 13, 2016), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Deutsche Bank Matched Savings Plan.

In *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, 8:15-cv-01614, 2016 WL 4507119 (C.D. Cal. Aug. 5, 2016), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Allianz Asset Management of America L.P. 401(k) Savings and Retirement Plan.

In *Bowers v. BB&T Corporation*, No. 1:15-cv-732-CCE-JEP (M.D.N.C. Apr. 18, 2016), the court denied defendant's motion to dismiss, finding that plaintiff's allegations regarding Employment Retirement Income Security Act ("ERISA") violations related to defendant's management of plaintiffs' 401(k) Savings Plans are sufficient for litigation to move forward.

In *Brotherston v. Putnam Investments, LLC*, No. 1:15-cv-13825, 2016 WL 1397427 (D. Mass. Apr. 7, 2016), the court denied defendant's motion to dismiss, finding that plaintiff's allegations regarding Employment Retirement Income Security Act ("ERISA") violations related to defendant's management of plaintiffs' 401(k) Savings Plans are sufficient for litigation to move forward.

In *Johnson v. Casey's Gen. Stores, Inc.*, 116 F. Supp. 3d 944 (W.D. Mo. 2015), the court denied defendant's motion to dismiss, finding that plaintiff's allegations regarding Fair Credit Reporting Act violations and the willfulness of defendant's conduct sufficient for litigation to move forward.

In *Lengel v. HomeAdvisor, Inc.*, 102 F. Supp. 3d 1202 (D. Kan. 2015), the court denied defendant's motion to dismiss, finding that plaintiff's allegations regarding Fair Credit Report Act violations and the willfulness of defendant's conduct sufficient for litigation to move forward.

In *Holmes v. Bank of America, N.A.*, No. 3:12-cv-00487, 2013 WL 2317722 (W.D.N.C. May 28, 2013), the court denied four motions to dismiss plaintiffs' claims regarding force-placed insurance and allowing the case to proceed.

In *Walls v. JPMorgan Chase Bank, N.A.*, No. 3:11-cv-00673, 2012 WL 3096660 (W.D. Ky. July 30, 2012), a case regarding force-placed flood insurance, the court denied defendant's motion to dismiss, stating that the plaintiff's mortgage agreement did not explicitly provide that the lender's flood insurance requirement could change at will and that Kentucky contracts contain provisions which can impose limits on discretion afforded by a contract, thus rejecting defendant's interpretation of plaintiff's mortgage agreement for purposes of the motion.



Nichols Kaster Attorneys

| Partner Biographies

Rebekah L. Bailey is a tireless advocate dedicated to civil rights and social justice. She has helped tens of thousands of employees and consumers recover millions of dollars primarily in complex class and collective actions across the country. Rebekah has worked on the firm's wage and hour team and was a founding member of the consumer practice area as well as the firm's civil rights and impact litigation group. Rebekah has been recognized as a Minnesota Super Lawyer every year since 2014. Over the years, she has served on numerous trial and arbitration teams, successfully first-chairing her first bench trial. Rebekah has achieved several affirmative summary judgment determinations and certification decisions, including in *Rego*, *Dunham-Sunde*, *Henderson*, *Vaughan*, *Spar*, and *Norris-Wilson*, mentioned above. Rebekah leads the firm's e-discovery committee. She has spoken at national seminars on various topics, including electronic discovery, class litigation, arbitration, equal pay, and various wage and hour issues. Rebekah is a practical instructor for the University of Minnesota's Law & Practice course. She is a member of the District of Minnesota's Federal Practice Committee, and a board member for the Complex Litigation eDiscovery Forum. She is very involved in the ABA's Labor and Employment Law section. She serves as the employee vice chair of the section's treatise committee; she is an associate editor for the FLSA Committee's Mid-Winter Report; and she serves as a FLSL liaison to the ABA/LEL CLE Coordinating & Resources Committee. **Education:** B.S. Grand Valley State University 2004 *magna cum laude*, J.D. University of Minnesota Law School 2008 *magna cum laude*.

Reena I. Desai is a partner at Nichols Kaster, PLLP, in the firm's Minneapolis office. She is a skilled and meticulous litigator, who has dedicated her career to fighting for everyday people. Focusing on complex litigation, including qui tam actions and class and collective cases, Reena strives to cause impactful changes through her work. She has represented thousands of workers to combat wage theft and recover unpaid overtime compensation, minimum wages, and other unpaid compensation. Reena has also litigated discrimination cases on both a class and individual level, advocating for employees whose employers have discriminated against them because of their age, race, or disability. She also seeks to hold corporations accountable through her work representing relators in cases involving False Claims Act violations.

Reena has been asked to share her knowledge and experience with her peers, serving as a speaker at several national conferences. She has spoken on topics including wage and hour litigation, electronic discovery issues, attorney-client privilege, and mediation/settlement. Reena was a board member of the Minnesota Justice Foundation for over a decade, is a program co-chair of the ABA's Employment Rights & Responsibilities Committee, and co-chairs the firm's Diversity, Equity, and Inclusion Committee.

Reena graduated from the University of Minnesota Law School in 2007, where she was honored with the Dorothy O. Lareau award for legal writing during her first year, and she earned a B.A. in both Economics and Psychology from George Washington University. **Education:** B.A. George Washington University 2002 *magna cum laude*, J.D. University of Minnesota Law School 2007 *cum laude*.

Laura A. Farley is a partner at Nichols Kaster, PLLP and is member of the individual rights litigation team and is dedicated to protecting the rights of current and former employees who face a wide range of employment-related issues, including discrimination, harassment, retaliation, minority shareholder, and contract disputes. Prior to joining Nichols Kaster, Laura worked as an associate for a Minneapolis litigation firm, focusing on minority shareholder, employment, and contract disputes. Laura and has been named a Rising Star by Minnesota Super Lawyers since 2020. She was named an Attorney of the Year in 2022 and received the Honorable Michael J. Davis Pro Bono Award in 2023. Laura has served on the Executive Board of Minnesota National Employment Lawyers Association, was an adjunct professor of legal writing at the University of Minnesota Law School, and is currently on the Board of Mid-Minnesota Legal Aid. Prior to attending law school, Laura worked for a Fortune 100 company in business-to-business sales supporting operations and logistics in small businesses. **Education:** B.A. University of St. Thomas 2010 *magna cum laude*, J.D. University of Minnesota Law School 2015.

Michele R. Fisher is a managing partner, and Chair of the Firm's Business Development and Marketing Groups, which originate class and collective actions and market the firm. Michele has dedicated her career to primarily litigating and arbitrating wage and hour class and collective actions. She has represented tens of thousands of workers in over one hundred class and collective actions, and hundreds of arbitrations. Michele's energy, experience, and resourcefulness have made her a nationally recognized litigator and a popular lecturer on wage and hour issues. Michele created and manages arbitratorrater.com, a free website exclusively for employee and worker rights advocates.

Michele holds, and has held, many leadership positions to support and improve the profession. She is a Co-Chair and faculty member of the Practicing Law Institute's Wage & Hour Litigation and Compliance conference. She is an ABA Labor and Employment Law Section Councilmember, Council Liaison to the Trial Institutes Administrative Committee, Council Liaison to the Federal Labor Legislation Standards Subcommittee, Council Liaison to the Social Media Administrative Committee. She is a Fellow in the College of Labor and Employment Lawyers. Michele has served as the Co-Chair and Co-Chair Emerita of the ABA Labor and Employment Law Sections Annual Conference Planning Committee, Co-Chair of the ABA Labor and Employment Law Section's Federal Labor Standards Legislation Committee, Co-Editor-in-Chief of the ABA Labor and Employment Law Section's Federal Labor Standards Legislation Committee FLSA Midwinter Report, Co-Chair of the ABA Labor and Employment Law Section's Revenue and Partnership Development Committee, Track Coordinator for the ABA Labor and Employment Law Section's annual conference, an editorial board member for BNA's the Fair Labor Standards Act Treatise, a chapter editor for BNA's Wage and Hour Laws: A State-by-State Survey, and an Advisory Board Member for the Center of Labor & Employment at NYU School of Law.

Michele is named to the Best Lawyers in America, Top 100 Super Lawyers, Top 50 Minnesota Woman Super Lawyers, Lawyers of Distinction, Top 10 Wage and Hour Lawyers, Top 100 High Stakes Litigators, Top 100 Civil Plaintiff Lawyers, Top 100 National Advocates/Top 20 Employment Law, and LawDragon 500 Leading Plaintiff Employment Lawyers. Michele

volunteers as an attorney for foster children through the Children's Law Center. **Education:** B.A. St. Cloud State University 1997, J.D. William Mitchell College of Law 2000.

Matthew C. Helland is an experienced and tenacious litigator who has fought for workers' and consumers' rights throughout his career. Matt serves as the managing partner of Nichols Kaster's San Francisco office, where he focuses his practice on class and collective wage and hour cases filed in California and throughout the country. Handling both large class actions and individual matters throughout this career, Matt has developed a record of success in significant and complex litigation. Matt litigates each of his cases with the same zealous advocacy and passionate protection of his clients' rights, whether the case involves millions of dollars and thousands of clients, or thousands of dollars and one individual. In addition to representing workers across the country in wage and hour actions, Matt has also handled cases involving WARN Act violations, breach of contract, and severance negotiations. Matt is licensed in both California and Minnesota. Matt is an active volunteer at Workers' Rights Clinics through Legal Aid Work, where he supervises student attorneys in providing legal assistance to low wage workers. While attending the University of Minnesota Law School, Matt was a staff member and Managing Tribute Editor of the University of Minnesota Journal of Global Trade. He also participated in the Child Advocacy Clinic, representing the interests of children as a student attorney in both Family and Juvenile Court. **Education:** B.A. Rhodes College 2002 *magna cum laude*, J.D. University of Minnesota Law School 2005 *magna cum laude*.

James H. Kaster has tried well over 100 cases to verdict or decision. He has also handled many significant cases on appeal, including a successful case in front of the United States Supreme Court (*Kasten v. Saint-Gobain Performance Plastics Corp.*). He was ranked by Chambers USA as number one among plaintiffs' employment lawyers in Minnesota, was named Lawyer of the Year by Best Lawyers in 2012, and 2016, and has been listed by Super Lawyers of Minnesota as one of the top 10 lawyers in the State. Jim's success in the courtroom includes earning many million dollar and multi-million-dollar recoveries for plaintiffs. Jim is also a frequent lecturer before local, state, and national organizations on damage recovery and trial skills. He was selected as a Fellow of the American College of Trial Lawyers, a premier professional trial organization in America whose membership is limited to 1% of the trial lawyers in any state or province. He was also selected to be a member of the College of Labor and Employment Lawyers. **Education:** B.A. Marquette University 1976, J.D. Marquette University 1979.

Lucas J. Kaster is a skilled and seasoned trial lawyer focused on aggressive advocacy, creative solutions, and responsiveness to clients. As a member of Nichols Kaster's individual rights team, Lucas represents clients in a wide-range of employment matters, including harassment, retaliation and discrimination claims. Lucas also represents clients in civil rights claims, such as police misconduct and prisoner rights. Over his career, Lucas has tried many cases to verdict or decision. Most recently, Lucas represented a South Dakota law enforcement officer in a retaliation and sexual harassment lawsuit that resulted in a \$1.2 million jury verdict. In a separate lawsuit, Lucas represented four golf course employees who were subject to harassment and retaliation in a court trial that resulted in a plaintiff's verdict and treble damages under the Minnesota Human Rights Act ("MHRA"). Lucas uses this unique trial experience to drive litigation strategy and provide his clients the best possible representation.

Lucas is also an experienced appellate advocate. In 2018, Lucas successfully argued before the Ninth Circuit Court of Appeals in *Michael Frost v. BNSF Railway Co.*, 9:15-cv-000124-DWM. The Ninth Circuit's decision addressed a hotly debated subject under the Federal Railway Safety Act ("FRSA"). The question before the Court was whether the honest belief instruction was proper because the FRSA's contributing factor standard required plaintiffs to separately prove discriminatory intent. In the opinion, the Ninth Circuit definitively held that there is no requirement that FRSA plaintiffs separately prove discriminatory intent, and thus the instruction was error. Due to his experience, Lucas is a well-respected and sought-after speaker. Lucas is a frequent presenter at the ABA's Labor and Employment and Employment Rights and Responsibilities conferences. In February 2019, Lucas also spoke at the College of Labor and Employment Lawyer's Regional Program for the 4th and 11th Circuits in Charleston, South Carolina. Lucas participated in a three-member panel titled: *The #MeToo Movement One Year Later: Where Are We Now?* Lucas is a member Twin Cities Diversity in Practice's Emerging Leaders Group and a contributor to Nichols Kaster's training and marketing committees. **Education:** B.A. Villanova University 2004, J.D. Marquette University Law School 2011.

Paul J. Lukas has spent his entire career at Nichols Kaster, playing an integral role in the firm's growth from a small three-lawyer firm when he started in 1989, to the national plaintiffs' class action firm that it is today. Mr. Lukas has extensive experience litigating class, collective and group actions and has tried over 50 cases, obtaining favorable verdicts for clients in wage, age, race, national origin, sex discrimination and harassment, retaliation, whistleblower, breach of contract, minority shareholder, fraud, wrongful death, and breach of fiduciary cases. Although his current role is co-leader of Nichols Kaster's Finance and Investments Litigation Team, Mr. Lukas has worked on a wide variety of the firm's most interesting cases. Mr. Lukas has been recognized by his peers as one of "The Best Lawyers in America," was named by the National Trial Lawyers Association as a Class Action Top 25 Trial Lawyer, and was elected to The College of Labor and Employment Lawyers as a fellow. Mr. Lukas is not only a nationally recognized litigator, but also a popular lecturer, having given over 100 speeches and presentations on ethics and a wide variety of topics regarding employment, consumer and ERISA class actions and civil litigation strategies. Mr. Lukas also volunteers his time with the Children's Law Center of Minnesota, representing foster children in family court. **Education:** B.A. St. John's University 1988, J.D. William Mitchell College of Law 1991.

Matthew H. Morgan is a managing partner at Nichols Kaster. Much of Matt's career has focused on litigating class and collective actions on behalf of individuals seeking minimum wage and overtime pay and fighting discrimination. He has tried over thirty cases to verdict, including first-chairing a twenty-three-day age discrimination class action trial on behalf of nearly 1000 people against the federal government. Since 2021, Matt has been named one of "The Best Lawyers in America," and recognized by Minneapolis/St. Paul Magazine and Twin Cities Business as a "Super Lawyer" every year since 2014. Matt formerly served as an adjunct faculty member at William Mitchell College of Law (now Mitchell Hamline) teaching representation skills to first-year students and advanced advocacy to second- and third-year students. Matt is a regular lecturer at legal seminars, focusing on litigation-related topics including trials and taking 30(b)(6) depositions. **Education:** B.A. University of Minnesota 1996, J.D. William Mitchell College of Law 2000.

Anna P. Prakash represents everyday people against corporations and the government and uses her agility, intellect, and skill to pursue justice for her clients under a wide variety of laws and settings. Focusing on complex class actions and multi-plaintiff litigation, Anna has litigated civil rights cases in the employment, school, healthcare, and housing realms, including cases seeking freedom and damages resulting from race discrimination, discrimination against the trans community, and forced labor of immigrant workforces. She has represented employees seeking unpaid minimum wages and overtime, including in numerous cases on behalf of people in marginalized professions such as exotic dancers. Anna brings a high level of skill and intellect to the fight, and has achieved great success for her clients in state and federal courts around the country, including the summary judgment victories referenced above in *Huff*, *Hart*, and *Clincy*, successful appeal in *Bible v. United Student Aid Funds*, and the trial verdict in *FTS*. Anna also serves on the Board of Directors of the Public Justice Foundation, a nationwide charitable organization supporting high-impact lawsuits to combat social and economic injustice and protect the Earth's sustainability. She is a frequent speaker at national legal seminars, was an adjunct professor of legal writing at the University of Minnesota Law School for five years, and a past board member of the Minnesota chapter of the National Employment Lawyers' Association. **Education:** B.A. University of Michigan 2002, J.D. Cornell Law School 2005.

David E. Schlesinger David Schlesinger is an experienced attorney who has been recognized for the quality of his work for employees. He is an MSBA Certified Employment Law Specialist who has been selected as a Super Lawyer for the last seven years. He teaches Law in Practice at the University of Minnesota Law School and is the former president of the Minnesota Chapter of the National Employment Lawyers Association. David has successfully litigated a wide variety of employment claims, including several significant cases involving gender discrimination, cases under the Americans with Disabilities Act, and many other claims. His practice also includes an emphasis on the intersection of employment and business disputes, including litigation of breach of fiduciary duty and minority shareholder claims. He has effectively defended employees from non-compete and trade secret claims brought by their former employers. **Education:** B.A. Mary Washington College 2001 *cum laude*, J.D. University of Minnesota Law School 2006 *cum laude*.

Robert L. Schug is a partner on Nichols Kaster's Civil Rights and Impact Litigation team. Robert has more than a decade of experience litigating cases through trial in both court and arbitration. He has represented employees across the country on a variety of issues, including race, gender, and disability discrimination, employee misclassification, unpaid overtime, and unpaid wages. Robert previously served as Director of Litigation at the Impact Fund, a nationally recognized non-profit law firm in Berkeley, California devoted to achieving social justice through large scale impact litigation. He has been recognized as a Rising Star by Northern California and Minnesota Super Lawyers. He is licensed in California and Minnesota. **Education:** B.S. Middle Tennessee State University 2003 *summa cum laude*, J.D. William Mitchell College of Law 2006 *summa cum laude*.

Steven Andrew Smith has been named "Lawyer of the Year" for Employment Law in Minneapolis by Best Lawyers three times, named "Attorney of the Year" twice by Minnesota Lawyer

for his work protecting employees' rights, named one of "The Best Lawyers in America" each year since 2015, named to the Minnesota Super Lawyers "Top 100" list eight times, and named to the Minnesota Super Lawyers list each year since 2002. In 2020, Steve was elected as a Fellow of the College of Labor and Employment Lawyers. Steve was honored by the Minnesota Chapter of the National Employment Lawyers Association as the recipient of the 2014 Karla Wahl Dedicated Advocacy Award. The Award is given to recipients "for their ceaseless and courageous efforts" to protect and advance the rights of Minnesota employees. Steve was also the recipient of the 2011 Distinguished Pro Bono Service Award from the United States District Court for the District of Minnesota, was selected for the Merit Selection Panel regarding the Re-Appointment of U.S. Magistrate Judge Arthur J. Boylan (D. Minn. 2012), was further recognized in 2014 by the United States District Court and Chief Judge Michael J. Davis for his involvement in the Pro Se Project, a project by the United States District Court of Minnesota for assisting individuals representing themselves in federal court, and has received the Martindale Hubble AV Preeminent rating. Steve's trial experience includes trials to verdict in sexual harassment, whistleblower, reprisal/retaliation, commission, contract, gender discrimination, marital status discrimination, disability, and wage and hour claims. Steve has also litigated several notable cases having substantial effect on employees' rights under state and federal employment laws. Steve is often invited to lecture on employment issues both nationally and locally. He has also authored a number of articles on employment law issues such as sexual harassment in the workplace. **Education:** B.A. Concordia College 1990, J.D. William Mitchell College of Law 1995 *cum laude*.

Brock J. Specht is a member of Nichols Kaster's national class-action litigation team. He represents consumers, employees, and retirees in lawsuits against some of the country's largest corporations, holding these companies accountable when they fail to deal fairly and honestly with their employees and customers. His recent cases have led to the recovery of millions of dollars in retirement benefits for thousands of participants in 401(k) plans nationwide. Prior to joining the firm, Brock worked with a major Twin Cities law firm, and as a law clerk for two judges on the Minnesota Court of Appeals. Brock also has worked as a Special Assistant State Public Defender, *pro bono*, and as an Adjunct Professor of Law at the University of St. Thomas School of Law. **Education:** B.A. University of Minnesota 2002, J.D. University of St. Thomas School of Law 2007 *magna cum laude*.

Rachhana T. Srey is a Partner at Nichols Kaster, PLLP who has extensive litigation experience, primarily dedicating her legal practice to national wage and hour complex class and collective action employment litigation. She has been a zealous advocate for thousands of employees over her 20-year career, representing a wide variety of workers in many industries including those who work in healthcare, insurance, financial services, communications, retail, manufacturing, and security industries as well as federal sector employees. Rachhana's exceptional case management and advocacy skills, dedication to her clients, strong work ethic and outgoing personality have earned her the respect of her clients and of her colleagues in the legal community. Rachhana has tried several wage and hour cases, most notably obtaining a jury verdict that was upheld by the Sixth Circuit in favor of a group of nearly three hundred cable installers. In addition to her wage and hour practice, Rachhana has also litigated a class age discrimination case venued at the EEOC. She is active in several organizations, holding leadership positions in a few. Rachhana is currently the Co-Chair of the National Employment Lawyer

Association's ("NELA") Wage & Hour Committee. Rachhana is often invited to speak nationally and locally on a wide range of topics including class and collective action litigation and trial strategies, case management issues, , discovery issues, recent developments in the law, and age and gender discrimination. **Education:** B.A. University of Minnesota 2000, J.D. William Mitchell College of Law 2004 *cum laude*.

| Attorney Biographies

Ben J. Bauer is a member of Nichols Kaster's ERISA litigation team where he represents employees whose retirement accounts have been shortchanged due to excessive fees, imprudent investments, employer self-dealing, and general mismanagement. Prior to joining the firm, Ben clerked for Judge Tom Fraser in Hennepin County District Court. During law school, he interned for the Minnesota Department of Human Rights, the ACLU of Minnesota, and earned the Law School Public Service Award. Prior to law school, Ben taught 7th grade English in Tulsa, Oklahoma and continued to work in schools while completing his law degree in Mitchell Hamline's night program. **Education:** B.A., St. John's University, 2011, *magna cum laude*, J.D., Mitchell Hamline School of Law, 2017, *magna cum laude*.

Laura A. Baures belongs to Nichols Kaster's individual rights group and has worked in other groups within the firm including the Civil Rights and Impact and Wage and hour groups. Laura fights against discrimination and other unfair acts through litigating individual, class, collective, or joint actions in the areas of employment, education, and more. She is licensed in Minnesota and Wisconsin. Laura represents numerous job applicants and workers in matters arising under federal and state laws. She has class action trial experience. She also serves on the Diversity, Equity, and Inclusion Committee within the firm. Laura received her J.D. from William Mitchell College of Law. She discovered her passion for employment law while working as a manager prior to law school. **Education:** B.A. University of Wisconsin – Eau Claire *cum laude*, J.D. William Mitchell College of Law.

Elizabeth M. Binczik is a member of Nichols Kaster's ERISA litigation team, where she works to protect employees' hard-earned retirement savings. Prior to joining Nichols Kaster, Beth clerked for Chief Judge Edward J. Cleary on the Minnesota Court of Appeals. She also addressed workers' rights and other issues at a non-profit organization, worked as a policy advisor in the Office of Governor Walz and Lieutenant Governor Flanagan, represented employees at a plaintiff-side law firm in Minnesota, and worked at a prominent New York law firm. During law school, she served as an Articles Submission Editor of the *Minnesota Law Review*. **Education:** B.A., University of Minnesota, Morris, high distinction; J.D., University of Minnesota Law School, *summa cum laude*.

Cole Birkeland is a member of Nichols Kaster's ERISA litigation team, where he represents employees in federal class actions to enforce their rights and protect workers' retirement savings against self-dealing, imprudent investments, and general mismanagement. Prior to joining Nichols Kaster, Cole worked as a local government attorney and provided legal counsel to various municipalities across the Twin Cities metropolitan area. While in law school, Cole co-authored a report analyzing Minnesota's

EMS laws for the Resilient Communities Project. **Education:** B.S., University of Northwestern – St. Paul, *summa cum laude*; J.D., University of Minnesota Law School.

Daniel S. Brome worked with the California Labor Commissioner while in law school and served as the Editor-in-Chief of the Berkeley Journal of Employment and Labor Law, and as Director of the Workers' Rights Clinic. After law school, Daniel worked with a California law firm representing workers and unions in arbitrations and litigation. Daniel continues pursuing his passion for employment law at Nichols Kaster, working with the firm's national wage and hour team out of the San Francisco office. **Education:** B.A. Princeton University 2005, J.D. University of California Berkeley School of Law 2011.

Grace Chanin is a member of the firm's Qui Tam & Insurance practice group where she represents whistleblowers fighting against government fraud in complex False Claims Act litigation. Grace was also previously a member of the ERISA practice group, where she represented tens of thousands of employees, retirees, and beneficiaries in class-action ERISA litigation against some of the nation's largest banks, insurance companies, and investment management firms. By holding these corporations accountable, she has helped recover over \$40 million for her clients. Grace is dedicated to improving wellbeing in the legal community. Grace played a crucial role in establishing Nichols Kaster's Wellness Committee, where she leads the firm's wellness initiatives and provides access to wellness resources. She currently volunteers and serves on the Board of Directors for Lawyers Concerned for Lawyers (Minnesota's Lawyers Assistance Program), offering support to attorneys dealing with mental health challenges. Grace also serves as the co-chair of the American Association for Justice New Lawyers Division Mental Health Committee organizing nationwide wellbeing programs for plaintiffs' attorneys. Pro bono work is also a meaningful part of Grace's practice. Through the Volunteer Lawyers Network, Grace assists clients in expunging eviction records, facilitating access to safe and affordable housing. Grace's preferred pronouns are she/her/hers. **Education:** B.A., Minnesota State University 2012 *magna cum laude*, J.D. Mitchell Hamline School of Law 2018 *magna cum laude*.

H. Clara Coleman is a member of Nichols Kaster's National Wage and Hour Litigation Team where she fights for employees' right to hard-earned wages. She has extensive experience advocating on behalf of workers seeking unpaid wages in class and collective actions in federal courts nationwide. She has also handled numerous individual arbitration proceedings, including those filed as part of a mass arbitration strategy, from filing through to the final hearing. Prior to joining Nichols Kaster, Clara served as an Attorney-Advisor to the Honorable Christopher Larsen at the U.S. Department of Labor, Office of Administrative Law Judges in San Francisco where she collaborated with ALJ Larsen to help manage and decide employment-related matters. She is a co-chair of the New Practitioner's Committee for the National Employment Lawyers' Association and regularly speaks on various wage and hour topics at conferences nationwide. **Education:** B.A., Loyola University Maryland, *summa cum laude*; J.D., George Washington University School of Law, *with honors*.

Cyle Cramer is a member of the individual rights team where he represents clients in employment matters including whistleblower retaliation and discrimination claims. Prior to joining Nichols Kaster, Cyle honed his practice representing clients against railroads of all sizes—from a small tourist railroad

to some of the nation's largest Class I railroads. Cyle also successfully briefed and argued an appeal at the Ninth Circuit Court of Appeals against BNSF Railway. During law school, he completed an externship with the Minnesota Office of Administrative Law Judges. Prior to attending law school, Cyle worked for several years as a writer in the marketing department for a central Wisconsin based manufacturing company. Additionally, Cyle proudly served in the Minnesota Army National Guard from 2010 to 2016. **Education:** B.A., Hamline University with a Major in Sociology and Minors in Political Science and Communication Studies; J.D., Mitchell Hamline School of Law.

Patricia C. Dana is a member of Nichols Kaster's ERISA litigation team where she represents current and former employees whose retirement accounts have been shortchanged due to excessive fees, imprudent investments, employer self-dealing, and general mismanagement. Prior to joining Nichols Kaster, she clerked for Justice Anne McKeig on the Minnesota Supreme Court. During law school, she was an editor of the *University of St. Thomas Law Journal*, worked as a law clerk at Mid-Minnesota Legal Aid, clerked for Judge Michael Browne in Hennepin County District Court, and received the Judge Earl R. Larson Award for excellence in the study of federal law and practice. Prior to law school, Patty represented Medicare and Medicaid recipients in administrative appeals at The Legal Aid Society in New York. **Education:** B.A., Carleton College, *cum laude*; J.D., University of St. Thomas, *summa cum laude*.

Kate Fisher is Senior Counsel at Nichols Kaster, PLLP. Kate focuses her practice on representing Plaintiff-Relators in False Claims Act cases. Prior to this role, she served as the Case Development Attorney for Civil Rights and Impact Litigation Practice Group, where investigated new cases and worked with other members of the Group to advance litigation. Additionally, Kate formerly served as an Associate Attorney for the firm's Individual Practice Group, where she represented employees in a wide range of employment-related matters, including but not limited to, allegations of discrimination, harassment, retaliation, violations of the Family and Medical Leave Act, and whistleblower claims. In addition to her practice, Kate has also served as an Adjunct Professor at St. Thomas Law School and Mitchell Hamline School of Law. **Education:** B.A. College of St. Catherine 2006 *summa cum laude*; J.D. University of St. Thomas School of Law 2011 *cum laude*.

Joshua R. O'Neill is a member of Nichols Kaster's Civil Rights and Impact Litigation Team where Josh litigates class action cases involving discrimination, fraud, and other unfair business practices on behalf of employees, students, and other individuals. He has experience representing individuals, employees, and consumers in complex class and collective actions, including challenging disability-based discrimination and unfair business practices. **Education:** B.A. Grinnell College; J.D. University of Minnesota Law School.

Caitlin L. Opperman is a member of Nichols Kaster's National Wage and Hour Litigation team, advocating for the rights of workers seeking unpaid wages in class and collective actions across the country. Caitlin also represents individual employees in discrimination disputes. Prior to joining the firm, Caitlin clerked for the Honorable Eric C. Tostrud of the United States District Court for the District of Minnesota and the Honorable Matthew E. Johnson of the Minnesota Court of

Appeals. During law school, Caitlin was a Robina Public Interest Scholar and worked as a student attorney at the Neighborhood Justice Center, Hennepin County Public Defender's Office, and University of Minnesota Child Advocacy and Juvenile Justice Clinic. She also served as a managing and research editor of the *Minnesota Law Review*, president of the Women's Law Student Association, a research assistant in Professor Francis X. Shen's Neurolaw Lab, and a student legal writing instructor. In 2018, Caitlin received the ABA-Bloomberg BNA Excellence in Health Law Award. Prior to attending law school, Caitlin worked as a psychometrist in a neurology clinic. **Education:** B.A., Macalester College, 2012, *cum laude*; J.D. University of Minnesota Law School, 2018, *cum laude*.

Riley Palmer is a member of Nichols Kaster's individual rights litigation team and represents those who have experienced discrimination, whether at work, in public accommodation, or elsewhere. Riley represents plaintiffs in a wide range of issues, including discrimination, harassment, retaliation, and minority shareholder rights. Prior to joining the firm, Riley clerked for Alaska Superior Court Judge Amy Mead. During law school, Riley interned with Wisconsin Supreme Court Justice Rebecca Dallet, served as a managing editor of the *Wisconsin Law Review*, co-president of the Queer Law Students Association, and as a clinical student in the school's eviction defense clinic. While a law student, Riley also volunteered for Trans Law Help Wisconsin where she spearheaded various initiatives to help transgender Wisconsinites know their rights and better access resources. She was later appointed to sit on the organization's Board of Directors from 2021–22. Riley received multiple awards for pro bono service to this and other nonprofit organizations. Prior to attending law school, Riley held various retail and customer service positions, worked in local government, in rural civil legal aid, and at a leading New York law firm. **Education:** B.A. Bates College 2016; J.D. University of Wisconsin Law School 2022, *cum laude*.

Ricardo G. Perez is a member of Nichols Kaster's Civil Rights and Impact Litigation practice group where he litigates class and collective action cases involving discrimination, fraud, and other unfair business practices on behalf of employees, students, and other individuals. He has experience representing workers who have been shortchanged by their employers' misconduct and protecting consumer interests. Prior to joining the firm, Ricardo worked at a union-side labor and employment firm in Washington, D.C. Ricardo speaks Spanish fluently and worked in consumer protection, regulating mortgage companies, with the Washington State Department of Financial Institutions prior to law school. **Education:** B.A. Gonzaga University; J.D. University of Minnesota Law School

Alexandra M. Robinson is an associate attorney on the firm's wage and hour team, where she is committed to making sure workers are paid fairly for their labor. Prior to joining Nichols Kaster, Lexie worked as an Assistant Attorney General for the Minnesota Attorney General's Office in their civil litigation practices, gaining experience in the courtroom and in front of the Minnesota Court of Appeals. She graduated from the University of Minnesota School of Law where she was both a Saeks Residency Fellow and Cooper Fellow. She also received the 2023 Minnesota State Bar Association's Bernard P. Becker Student Volunteer Award for her commitment to serving low-income communities. During law school, Lexie gained additional experience interning with Mid-Minnesota Legal Aid, Southern Minnesota Regional Legal Services, and the American Civil Liberties Union of Minnesota protecting

the rights of the most vulnerable Minnesotans. Prior to law school, Lexie represented Social Security Disability and Medicaid recipients in administrative proceedings at Legal Aid Society of Greater Cincinnati. She continues to work with Southern Minnesota Regional Legal Services as a volunteer attorney in their housing clinic. **Education:** B.A., Brown University, 2017; J.D. University of Minnesota Law School, 2023

Gerald C. Robinson is Of Counsel in Nichols Kaster's Qui Tam practice group representing whistleblowers under the False Claims Act. After doing complex commercial litigation for several years, since 2005 Gerald's practice has been devoted exclusively to representing whistleblowers under the federal False Claims Act and similar laws. During that time, the cases he has worked on have recovered over \$700 million for the Government. Gerald has represented whistleblowers in a wide range of industries, including pharmaceutical and medical device manufacturers, commercial and retail pharmacies, health care, defense contractors, and higher education. His cases have also tackled a wide-range of fraudulent schemes, including fraudulent inducement, kickbacks, bribery, price manipulation, medical upcoding, off-label marketing of drugs, loan and grant fraud, and goods and services that were substandard or never provided. Gerald has been a member of the whistleblower attorney group Taxpayers Against Fraud since 2005. Gerald is licensed in Minnesota, New Jersey and the District of Columbia, and is admitted to practice before the federal courts of appeals for the Third, Fourth, Eighth, Ninth and D.C. Circuits, and the United States Supreme Court. Gerald has briefed several dozen dispositive and other motions to federal District Courts, has briefed and argued three federal appeals, and petitioned one case to the U.S. Supreme Court. **Education:** B.A. University of Minnesota 1987, *cum laude*, Phi Beta Kappa, Phi Kappa Phi, Omicron Delta Kappa, Mortar Board, Golden Key; J.D. University of Minnesota Law School 1990.

Martin A. Sandberg is a member of the Qui Tam practice group representing whistleblowers in False Claims Act litigation who challenge fraudulent activity that corporations undertake. Martin also represents classes of employees and unserved communities in the Civil Rights and Impact Litigation practice group. Prior to joining Nichols Kaster, Martin worked briefly as a criminal defense attorney and clerked for the Honorable Richelle M. Wahi in the First Judicial District of Minnesota. In school, Martin externed with the St. Croix County District Attorney's Office, B.K. Law Group, and the Legal Assistance to Minnesota Prisoners Clinic. Martin was also a teaching assistant for Constitutional Law and is published in the Mitchell Hamline Law Review, where he was an associate and contributing editor. **Education:** A.A. University of Wisconsin-Barron County 2016, *magna cum laude*; B.A. University of Wisconsin-Eau Claire 2018, *magna cum laude*, Phi Sigma Alpha Political Science Honor Society, Omega Greek Honor Society, Delta Sigma Phi; J.D. Mitchell Hamline School of Law 2022, *cum laude*.

Daniel P. Suitor is a member of Nichols Kaster's ERISA litigation team, which works to protect employees' hard-earned retirement savings from mismanagement and malfeasance by employers and financial companies. Prior to joining the firm, Daniel worked as a Housing Attorney for HOME Line, a Minnesota-based tenants' rights nonprofit, defending tenants in eviction cases and working on state and local legislative policy issues. While in law school, Daniel's student note surveying the civil rights of unhoused people was published in the first issue of Minnesota Law Review Volume 106, and

subsequently selected as the winner of the Steven M. Block Prize for Most Outstanding Article by a Graduating Student in the Area of Civil Rights and Civil Liberties. *Education:* B.S., Worcester Polytechnic Institute, 2019, J.D., University of Minnesota Law School, 2022.

EXHIBIT 4

NICHOLS KASTER BY CATEGORY

Row Labels	Hours	Amount
Appeal	223.4 \$	115,077.00
Case Management	22.6 \$	13,840.00
Discovery	9.9 \$	5,762.50
Miscellaneous	6.4 \$	2,629.50
Settlement	92.5 \$	55,076.00
Special Motion to Strike	35.6 \$	23,318.50
Strategy	11 \$	7,041.50
Motion to Withdraw	7 \$	4,029.00
Grand Total	408.4 \$	226,774.00

NICHOLS KASTER BY TIMEKEEPER

Time Keeper	Hours	Rate	Amount
Matthew Helland	183.5 \$	775 \$	139,037.50
Ricardo Perez	42.3 \$	425 \$	17,422.50
Jasjit Mundh	150.9 \$	425 \$	64,132.50
Samuel Pingree	1.2 \$	195 \$	234.00
Sydney Martens	20.3 \$	195 \$	3,958.50
Bill Rohla	7.3 \$	195 \$	1,423.50
Caitlin Thompson	0.1 \$	195 \$	19.50
Haley Thompson	2.1 \$	195 \$	409.50
Elizabeth Luebsmier	0.7 \$	195 \$	136.50
Grand Total	408.4	\$	226,774.00

EXHIBIT 5

Date	Description		Amount
6/13/2023	Westlaw	\$	164.96
7/11/2023	Westlaw	\$	33.28
7/17/2023	Check issued to Esquire Deposition Solutions, LLC - Transcript copies	\$	65.14
8/4/2023	Westlaw	\$	1.52
9/7/2023	Westlaw	\$	11.29
2/16/2024	Check issued to Truefiling - Brief response	\$	412.20
2/21/2024	Check issued to Jasjit Mundh - Mailing reimbursement	\$	9.25
2/21/2024	Check issued to Jasjit Mundh - Office Depot printing	\$	13.19
3/4/2024	Westlaw	\$	53.10
4/3/2024	Check issued to Truefiling - Filing fee	\$	10.50
5/1/2024	Check issued to 1st District Court of San Francisco - Filing fee	\$	10.50
5/22/2024	Check issued to Matthew Helland - Cab fare reimbursement	\$	14.68
6/6/2024	Westlaw	\$	62.08
7/12/2024	Check issued to Truefiling - Filing fee	\$	10.50
11/11/2024	Westlaw	\$	45.77
1/28/2025	Check issued to Rukin Hyland & Riggin LLP - Mediation services	\$	3,500.00
2/4/2025	Westlaw	\$	47.56
3/11/2025	Westlaw	\$	101.13
		\$	4,566.65