

MATTHEW RIGHETTI (SBN 121012)
JOHN GLUGOSKI (SBN 191551)

RIGHETTI GLUGOSKI, P.C.

The Presidio of San Francisco
220 Halleck Street, Suite 220
San Francisco, CA 94129
Tel. No.: (415) 983-0900
matt@righettilaw.com
jglugoski@righettilaw.com

REUBEN D. NATHAN (SBN 208436)

NATHAN & ASSOCIATES, APC

2901 W. Coast Highway, Suite 200
Newport Beach, CA 92663
Tel. No.: (949) 270-2798
rnathan@nathanlawpractice.com

BRYCE A. DODDS (SBN 283491)

THE LAW OFFICE OF BRYCE A. DODDS

120 Birmingham Drive, Suite 250B
Cardiff-by-the-Sea, CA 92007
Tel. No.: (760) 593-7353
bdodds@brycedoddslaw.com

Attorneys for Plaintiffs
Emily Azlin, and Deanna Buckner

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

OTHELLA JONES, EMILY AZLIN,
DEANNA BUCKNER, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

APPLE INC., a California corporation; and
DOES 1–50, inclusive,

Defendants.

CASE NO.: 18CV-04557

**DECLARATION OF MATTHEW
RIGHETTI IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AND ENTRY OF JUDGMENT**

Hearing Date: June 5, 2023
Time: 8:15 a.m.
Judge: Hon. Brian L. McCabe
Location: Courtroom 8

1 I, **MATTHEW RIGHETTI**, declare that:

2 I make this declaration of my personal knowledge and could testify thereto if called as
3 a witness.

4 **EDUCATION AND EXPERIENCE**

5 1. I graduated from the University of California at Berkeley in 1982 with a degree in
6 Economics. I then graduated from the University of San Francisco School of Law in 1985. I
7 am admitted to practice law before the following courts: A) United States Court of Appeal in
8 the Ninth Circuit, the Fourth Circuit and the Federal Circuit; B) United States District Courts
9 in the Northern, Central, Eastern, and Southern Districts of California, and the Northern District
10 of Illinois, and C) all of California's state courts.

11 2. I have been practicing law full time for the past thirty-seven (37) years. My practice
12 has been devoted to complex class action and/or representative action litigation for the past
13 twenty-eight years. Much of this litigation has involved class action and representative action
14 prosecution of wage and hour laws (state and federal), state and federal privacy laws (FCRA,
15 CCPA and CCCRA) and consumer laws. A sampling of some of the more significant
16 class/representative action cases (including wage and hour litigation) handled by Righetti
17 Glugoski, P.C., includes:

18 • Co-lead counsel in *Rocher v. Sav-On Drug Stores* (Hon. Victoria G. Chaney, Los
19 Angeles County Superior Court); See, *Sav-On Drug Stores, Inc. v. Superior Court*, (2004) 34
20 Cal.4th 319 (reversing the Second DCA, the California Supreme Court unanimously reinstated
21 the trial court's order granting class certification). The *Sav-On* litigation was settled after the
22 first phase of trial.

23 • Lead counsel in *Gentry v. Circuit City Stores, Inc.*, (2007) 42 Cal.4th 443 (reversing the
24 Court of Appeal, the California Supreme Court set forth the factors for trial courts to use in
25 determining whether or not to enforce bans on class actions in employment arbitration
26 agreements).

- 1 • Lead counsel in *Crab Addison v. Superior Court*, (2008) 169 Cal.App.4th 958 [affirming
2 the trial court, the Court of Appeal upheld an order compelling defendant to divulge names and
3 contact information of putative class members in wage and hour overtime action].
- 4 • Lead counsel in *Rutti v. Lojack Corp., Inc.* (2010) 596 F.3d 1046 [granting plaintiffs'
5 petition for rehearing, the Ninth Circuit reversed the district court's summary judgment order
6 setting parameters for the *de minimus* doctrine and compensable "hours worked" under both
7 state and federal law].
- 8 • Co-lead counsel in *In re Trans Union Privacy Litigation* (MDL, Northern District of
9 Illinois). We were appointed by the Hon. Marvin E. Aspen to serve as co-lead counsel in
10 multidistrict litigation against Trans Union. The litigation focused on Trans Union's use of its
11 vast database of financial information, which includes the confidential financial information of
12 most adults in the United States, to create and sell "target marketing" lists to advertisers in
13 violation of the FCRA. After nearly a decade of litigation the case resulted in a settlement with
14 Trans Union valued at more than \$100 million (including \$75 million in cash). The settlement
15 obtained final approval from the Hon. Robert Gettleman on September 17, 2008. In August
16 2009, all appeals of the order approving the settlement were dismissed and the settlement
17 became final. Pursuant to the terms of the settlement, credit monitoring relief was distributed
18 to class members as well as a cash payment to class members. We believe the Trans Union
19 certified class is the largest class of individuals ever certified in the United States.
- 20 • Counsel in *Elder v. Schwan Foods* (individual exemption misclassification) tried to a
21 jury verdict in the Los Angeles Superior Court. First Appeal: On May 12, 2011, the California
22 Court of Appeal reversed a trial court order that failed to award restitution and penalties
23 following a jury verdict in favor of our client. The Court of Appeal ordered the trial court to
24 reconsider the equitable remedies of restitution and civil penalties. Second Appeal: On
25 February 27, 2013, the employer contended it was deprived of its right to a statement of
26 decision because the trial court did not issue a tentative decision. The Court of Appeal rejected
27 the employer's appeal finding both that there was no prejudicial error and there was sufficient
28

evidence in the record to award restitution and civil penalties for violation of California's overtime laws.

- Counsel in the matter *Roberto Martinez et al. v. Joe's Crab Shack Holdings et al.*, 231 Cal.App.4th 362 (2014) where the Court of Appeal reversed the trial court's denial of class certification in an executive misclassification case.

- Co-counsel in cases against Home Depot and 99 Cent Only Stores where the trial courts limited the California Private Attorney General Act (PAGA) only to claims under the Labor Code and not to claims under the IWC Wage Orders. In both cases the Courts of Appeal reversed in published decisions. *See Home Depot v. Superior Court* (2011) 191 Cal.App.4th 210 (review denied March 16, 2011) (holding PAGA applicable to seating claims on grounds that Labor Code §1198 incorporates IWC Wage Order protections); *Bright v. 99 Cents Only Stores* (2010) 189 Cal.App.4th 1472 (review denied February 16, 2011) (same).

- Co-counsel in a PAGA action against Bank of America on behalf of California bank tellers. The case was twice dismissed by Judge Real. Judge Real's orders were both reversed by the Ninth Circuit – *Green v. Bank of America, N.A.* (9th Cir. 2013) __ Fed. Appx., 2013 WL _____ and *Green v. Bank of America, N.A.* (9th Cir. 2015) 634 Fed.Appx. 188. On remand the Ninth Circuit removed the case from the docket of Judge Real and re-assigned the case to Judge Percy Anderson.

- Class counsel in the certified class action *Hall v. Rite Aid Corporation* in San Diego County Superior Court. In 2014 the Fourth District Court of Appeal reversed the trial court's decertification order. *See, Hall v. Rite Aid Corporation*, 226 Cal.App.4th 278 (2014, review denied August 27, 2014). The case settled for \$18M on the day of trial.

- I was co-counsel in litigation against Wal-Mart, JPMorgan Chase Bank and CVS Pharmacy Inc. (*Henderson v. JPMorgan Chase Bank* (C.D. Cal.), No. 2:11-CV-03428), *Brown v. Wal-Mart, Inc.* (N.D. Cal.), No. 5:09-cv-03339-EJD, and *Kilby v. CVS Pharmacy, Inc.* (S.D. Cal.), No. 09-CV-2051-MMA. The district court in *Wal-Mart* granted class certification based on plaintiffs' construction of the law, while the district courts in *CVS* and *JPMorgan Chase* denied class certification after rejecting plaintiffs' construction of the same law. All three cases

1 were then appealed and coordinated before the Ninth Circuit in December 2013. The Ninth
2 Circuit panel asked the California Supreme Court to accept certification of three questions of
3 statutory construction (739 F.3d 1192). More than two years later, after extensive briefing by
4 the parties and *amici*, the California Supreme Court in April 2016 issued its unanimous opinion
5 in *Kilby* setting forth its definitive construction of the law. *Kilby v. CVS* (2016) 63 Cal.4th 1.
6 Based on this construction by the California Supreme Court, the Ninth Circuit affirmed the
7 grant of class certification in *Wal-Mart* (2016 WL 3212265) and reversed the district court
8 orders in *CVS* and *JPMorgan Chase*. Wal-Mart settled for \$65M.

9 3. Righetti Glugoski, P.C. acted as trial counsel in what we believe are the only four class
10 action overtime cases ever to have been tried under the quantitative executive exemption
11 standard articulated in *Ramirez v. Yosemite Water Company*, (1999) 20 Cal.4th 785. I was trial
12 counsel in a class action tried in Los Angeles County Superior Court before the Hon. J. Stephen
13 Czuleger, resulting in a finding that U-Haul had misclassified all California salaried “General
14 Managers” as exempt from overtime. I was also trial counsel in a certified class action tried in
15 San Diego County Superior Court before the Honorable Patricia Cowett, resulting in a
16 judgment finding that Party City had misclassified salaried employees as exempt and an award
17 of class wide damages, fees and costs. In the third case, I was trial counsel in the *Sav-on*
18 overtime litigation where, following remand after appeal, we completed the first phase of trial
19 before the Honorable Victoria G. Chaney in Los Angeles County Superior Court
20 (complex). The case was then settled before the second phase of trial. In the fourth trial I was
21 class counsel in a certified class action against Taco Bell alleging that its restaurant general
22 managers were misclassified as exempt under California law. The case was tried in the San
23 Diego County Superior Court before the Hon. Kevin Enright and settled after four weeks of
24 trial.

25 4. I was awarded the Daily Journal 2017 CLAY Award (“California Lawyer of the Year”)
26 for my work on suitable seating litigation. I was also honored as one of the Daily Journal’s Top
27 Labor & Employment Lawyers for 2017. I regularly speak on panels that involve class action,
28 representative action and employment issues such as trial methodology, class certification,

1 discovery and privacy issues, arbitration agreements and releases, mediation and settlement
2 and recent developments in the field. Speaking engagements are typically for organizations
3 such as the American Conference Institute, California Employment Lawyers Association,
4 Bridgeport CEB, Industrial Relations Association, and a wide range of Bar associations.

5 5. Over the years litigating these kinds of cases, we have developed a good deal of
6 appellate experience. It is quite common for our cases to traverse through the appellate courts
7 during the course of proceedings. We have also represented plaintiffs in many other appellate
8 court decisions in state and federal court and at the NLRB. Righetti Glugoski also represents
9 various amicus groups on occasion in court of appeal proceedings. We have handled appeals
10 throughout California and in the federal courts of the Ninth Circuit, the Seventh Circuit, the
11 Fourth Circuit and the Federal Circuit.

12 **INVESTIGATION AND RELEVANT LITIGATION HISTORY**

13 6. Defendant Apple Inc. (“Apple”) is an American multinational technology company
14 headquartered in Cupertino, California. Apple is the world's largest technology company by
15 revenue, with US\$394.3 billion in 2022 revenue. Long before the Covid pandemic forced
16 companies to send workers home to work remotely, Apple developed a cost-shifting business
17 model unrelated to Covid. Under Apple’s policy, telephone/on-line customer support employees
18 are required to work from their homes and bear the costs of doing so. Apple hired Plaintiffs and
19 the other aggrieved employees on the *condition* they would set up and run “remote Apple
20 offices” in their own homes at their own expense. Apple refers to these employees as At Home
21 Advisors (AHA) and At Home Specialists (AHS) (collectively referred to as At Home
22 Employees or AHE). Plaintiffs Emily Azlin and Deanna Buckner are two of approximately
23 2,166 current and former AHEs.

24 7. Plaintiffs discussed the alleged wage and hour violations with colleagues. Those
25 colleagues verified to Plaintiff that they had experienced the same violations that Plaintiffs
26 complained of.

27 8. The operative Fourth Amended Complaint (“FAC”) seeks statutory penalties under the
28 Private Attorney Generals Act based on allegations that Defendants failed to reimburse business

1 expenses. After extensive investigation, Plaintiffs concluded that the alleged violations for meal
2 periods, rest breaks, inaccurate wage statements, and waiting time penalties were not strong
3 claims and abandoned those claims.

4 9. Plaintiffs' PAGA claim is based on allegations that Apple requires AHEs to 1) work
5 from home as a condition of employment, 2) dedicate a private space in their homes with a door
6 that closes to perform their jobs 3) provide their own desks and ergonomic chairs, 4) provide
7 wired internet service, and 5) use – and pay for -- utilities used during work, such as electricity,
8 gas, water service and garbage service. Essentially, Apple has “off loaded” the entire cost of
9 providing offices to its employees onto the shoulders of AHEs. Basically, Plaintiffs were
10 required to pay expenses to perform their duties including the costs of using their personal
11 telephones, computers, office space and utilities while working remotely for Apple.

12 10. On November 9, 2018, January 30, 2019, and September 9, 2022, Plaintiffs provided
13 notice of Plaintiffs' allegations to the Labor and Workforce Development Agency (LWDA), as
14 presented in Plaintiffs' Fourth Amended Complaint. Plaintiffs provided notice to Apple as well.
15 The LWDA did not respond to these notices, thus allowing Plaintiffs to initiate the PAGA
16 lawsuit under California Labor Code section 2699.3(a)(2)(A). .

17 11. The parties engaged in hard-fought litigation and intended to take their claims and
18 defenses to trial. The litigation included voluminous discovery, which included:

- 19 • the production of thousands of documents,
- 20 • more than 27 depositions, including depositions of Plaintiffs over multiple days,
- 21 • Depositions of Plaintiffs' family members, friends and third parties,
- 22 • Formal inspections of Plaintiffs' homes conducted by Defendant and its experts,¹
- 23 • multiple notices to aggrieved employees,

24
25
26 1 Apple doggedly pursued extremely intrusive personal inspection of Plaintiffs' homes
27 where counsel for Apple and Apple's experts/consultants examined not just the home offices at
28 issue, but Plaintiffs' entire homes, even looking through and photographing Plaintiffs' closets.
This was conducted during the COVID pandemic when even in-person depositions and court
appearances were shunned.

- 1 • extensive work with numerous survey experts to support a manageable trial plan for
- 2 Plaintiffs’ representative claims,
- 3 • motions to quash,
- 4 • preparation for summary judgment including extensive negotiations concerning
- 5 stipulated facts,
- 6 • litigation of motions to compel concerning various discovery requests, including
- 7 depositions, and inspections, motions to quash subpoenas,
- 8 • production and analysis of payroll data provided by Apple, and
- 9 • interviews of hundreds of PAGA Settlement Aggrieved Employees concerning the
- 10 “work from home” arrangements while working for Apple.

11 Plaintiffs also performed extensive work in this case preparing a trial plan that would meet the
12 Court’s standards for a representative PAGA trial as to both liability and penalties. As the trial
13 date drew near, Apple retained new counsel and Apple requested a continuance of the trial date,
14 which was granted.

15 12. Reimbursement of expenses for “at-home employees” has become a “hot topic” when
16 employers required employees to work from home coincidental with pandemic restrictions. Yet,
17 this case was filed in 2018—almost a year-and-a-half before the pandemic—when such claims
18 were truly novel issues. From Plaintiffs’ perspective, the evidence weighed in favor of Plaintiffs
19 due to Apple’s written at-home work mandates and, in particular, after Apple disclosed an
20 internal report recommending an increase in expense reimbursement for At Home workers—a
21 recommendation Apple Corporate neglected to follow. Based on their investigation and
22 discovery, Plaintiffs were prepared to take the case to trial. Conversely, Plaintiffs appreciated
23 Apple’s position that \$1,000 payments made by Apple to aggrieved employees in early 2022
24 covered a portion of previously unreimbursed internet expenses. Thus, in terms of an award of
25 penalties under California Labor Code Section 2699(e)(1) & (2), Apple was prepared to argue—
26 and the Court could very well agree— that a lesser penalty was more appropriate than the
27 statutory maximum penalty.

28 13. These facts and the continuing risk and expense of further litigation, appeals, and a

1 delayed trial led the parties to pursue mediation twice with different mediators. In preparation
2 for the mediations, Apple provided Plaintiffs with information and data necessary for penalty
3 calculations; for example, employment files, sampling data for all PAGA Settlement Aggrieved
4 Employees, the total number of PAGA Settlement Aggrieved Employees, total number of pay
5 periods between November 9, 2017 and September 30, 2022. Using this information, Plaintiffs
6 were able to calculate Apple's total penalty exposure for the one-year statutory PAGA period.

7 14. On April 13, 2022, the parties attended the first mediation with Tripper Ortman, a
8 respected mediator. The parties' attempts to settle at mediation failed. The parties continued to
9 litigate the case and prepare for trial, which was initially scheduled for August 1, 2022. On
10 January 17, 2023, the parties made a final attempt to resolve the case with Jeff Ross, another
11 well-known mediator within Silicon Valley among larger cap tech companies also known for
12 mediating employment cases. The parties resolved the case with Jeff Ross on the terms set forth
13 within the Settlement Agreement.

14 15. The proposed Settlement Agreement involves the formation of a non-reversionary fund
15 consisting of \$4,000,000.00 ("Gross Settlement Fund"). The Gross Settlement Fund will be used
16 to make payments to the LWDA and PAGA Settlement Aggrieved Employees after payment of
17 attorney fees, costs of administration, Plaintiffs' incentive awards, Plaintiffs' 1542 releases and
18 litigation costs. Plaintiffs' incentive awards are requested in the amount of \$5,000 each and
19 settlement administration costs to ILYM Group Inc. shall not exceed \$16,000.00. Plaintiffs have
20 executed a Cal. Civil Code §1542 waiver for claims that can be individually asserted and are
21 being released in exchange for \$15,000.00 each. The Net Settlement Fund will be distributed as
22 follows: Seventy-five percent (75%), i.e., \$1,674,647.08 will be distributed to the California
23 Labor & Workforce Development Agency ("LWDA") as required by the PAGA and the
24 remaining twenty-five percent (25%), i.e., approximately \$558,215.70 will be distributed to all
25 PAGA Settlement Aggrieved Employees on a pro-rata share basis based on the number of pay
26 periods worked by each Settlement Aggrieved Employee. A true and correct copy of the parties
27 Settlement Agreement is marked and attached hereto as Exhibit 1.

1 16. In 2016, the PAGA was amended to require the Court to “review and approve any
2 settlement of any civil action filed pursuant to this part.” (Cal. Labor Code § 2699(1)(2).) The
3 amendment also required that the “proposed settlement shall be submitted to the agency at the
4 same time that it is submitted to the court.” As such, the Settlement and this Motion have been
5 concurrently submitted to the LWDA in accordance with this section. A true and correct copy
6 of the verification from the LWDA of the submission to the LWDA of the proposed settlement
7 is marked as Exhibit 2.

8 17. Plaintiffs’ entire theory centers around Apple’s practice of failing to reimburse home
9 office expenses for At-Home Employees. Apple maintains data for all 2,166 PAGA Settlement
10 Aggrieved Employees. The data produced by Apple confirms approximately 154,070 pay
11 periods of At-Home work activity involving approximately 2,166 (1,308 current) PAGA
12 Settlement Aggrieved Employees between November 9, 2017 and September 30, 2022 during
13 mediation. While there were over 154,070 pay periods during the statutory period, PAGA
14 Settlement Aggrieved Employees received reimbursement for some internet expenses incurred
15 and \$1,000.00 for home office expenses around the beginning of 2022. Therefore, based on this
16 analysis, Plaintiffs believe the maximum total exposure value of the claims is based on 154,070
17 pay periods x \$100 per violation.

18 18. Under the PAGA, the realistic range for PAGA penalties range between \$10-\$15 per
19 pay period. This is because Courts have considerable discretion to reduce the penalty award
20 below the maximum. In *Fleming v. Covidien* (C.D. Cal. 2011) 2011 U.S. Dist. LEXIS 154590,
21 a federal court reduced PAGA penalties from \$2,800,000.00 to \$500,000.00, a reduction of
22 82.2%, because the court found maximum penalties “unjust.” Some trial courts have awarded
23 no civil penalties, even when Labor Code violations were established. Examples of such
24 reductions include but are not limited to the following:

25 • *Makabi v. Gedalia* (2nd Dist. Ct. of App. Mar. 6, 2016) 2016 Cal.App.Unpub.
26 1489, *5–7 (no PAGA penalties were awarded by the Los Angeles County Superior Court)
27 (unpublished decision).

28 • *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43

(E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

- *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801 (E.D. Cal. 2012), where the court approved a total PAGA penalty amount of \$10,000, for as many as 2,055 current and former employees.

- *Schiller v. David's Bridal, Inc.*, 2012 WL 217001 (E.D. Cal. 2012), the court approved a PAGA penalty amount of \$10,000 for 3,326 individuals.

- *Enombang v. Target*, Case No. RG17853948, on July 24, 2018 for a total amount of \$9,000,000. The dispute involved 90,462 allegedly aggrieved employees and 1,939,006 pay periods in Alameda Superior Court. [\$4.66 per pay period].

- *Pickett v. 99 Cents Only Stores*, Case No. BC473038, on August 1, 2017, for a total amount of \$1,290,000. The dispute involved approximately 10,000 allegedly aggrieved employees and approximately 1,592,592.6 pay periods in Los Angeles Superior Court. [\$.81 per pay period.]

- *Carrington v. Starbucks Corp.*, (2018) 30 Cal.App.5th 504, the Court of Appeal affirmed a judgment after trial which provided for a PAGA penalty of \$5 per pay period. In *Doe v. Google, et al.*, Case No. CGC-16-556034, the court approved \$15 per aggrieved employee.

19. This result is positive and favorable to the State and the Aggrieved Employees. The proposed settlement provides a Net Settlement Amount of \$2,232,862.78 with approximately \$1,674,647.08 allocated to the LWDA and \$558,215.70 to the PAGA Settlement Aggrieved Employees. Apple's counsel disclosed to Plaintiffs' counsel that there are approximately 2166 aggrieved employees. Based on this Settlement, the PAGA Settlement Aggrieved Employees will receive an average payment of \$257.71 to be mailed to each of the 2,166, PAGA Settlement Aggrieved Employees.

HOURLY RATE

20. I believe the fees being sought here are reasonable in light of the experience of counsel, the contingent nature of the fee, the particular risks involved in litigating this case, the amount and the quality of work performed.

1 21. I have become familiar with the market rates charged by attorneys in California. I have
2 obtained this familiarity in several ways, including: (1) Researching fee rates; (2) Handling
3 attorneys' fee litigation; (3) Discussing fees with other attorneys; (4) Reviewing declarations
4 regarding prevailing market rates in cases seeking fees; (5) Reviewing attorneys' fee applications
5 and court awards in other cases, as well as (6) Reviewing surveys and articles in legal
6 newspapers and treatises on attorney's fees.

7 22. In my experience fee awards are almost always determined based on current rates, such
8 as the attorney's rate at the time a motion for fees is made rather than the historical rate at the
9 time the work was performed.

10 23. Litigating a case against a corporate defendant, represented by the two defense firms
11 defending this case, is not appealing to most lawyers. Heightening the risk is the fact that the
12 plaintiffs' lawyers are called upon to finance the litigation. It is not a cause undertaken lightly.

13 24. One difficulty in determining the hourly rate of attorneys of similar skill and experience
14 in the relevant community is the scarcity of hourly fee-paying clients in wage and hour litigation.
15 As a practical matter, few individual employees can afford to pay attorney fees on an hourly
16 basis. This was certainly the case with Plaintiffs. As a result, retainer agreements we negotiate
17 with individual clients, as in the case here, are typically based upon a contingency fee
18 relationship. In contrast, corporate defendants typically pay their attorneys on an hourly basis.

19 25. I am knowledgeable about the hourly rates charged by attorneys of varying degrees of
20 experience. In the course of my fees practice, I have reviewed the hourly rates of dozens of law
21 firms in California and elsewhere. I am also familiar with the hourly rates awarded in many
22 other fees cases by state and federal courts in California and throughout the country. In addition,
23 I have reviewed many published surveys of attorneys' billing rates. For example, *four years ago*
24 the rates charged by attorneys at Sidley Austin (a large defense firm similar to CFD) for
25 class/representative action litigation was between \$925-\$1000 for partners and \$905-\$540 for
26 associates. Attached hereto (Exhibit 3) is a true and correct copy of the 2018 Sidley Austin
27 hourly fee/rate sheet showing Southern California rates.

1 26. The work in this case was taken on a contingency fee basis where we advanced all time
2 and costs. The subject matter involved California wage and hour laws. This is a difficult area of
3 law based on overlapping state and federal statutes and agency interpretations. Work of this type
4 requires specialized learning, experience, and the willingness to take large risks. Working with
5 Reuben Nathan, John Glugoski and Bryce Dodds, we attempted to efficiently litigate the claims
6 in this matter using a high level of skill in the difficult questions that arose in this case. Even
7 with four attorneys working on this case we were outnumbered by defense counsel at every
8 stage.

9 27. A practice like ours can only properly litigate so many cases at one time. There is no
10 question that we were required to assign out and/or turn down work in other cases in order to
11 meet the demands of this case.

12 28. We did not receive any compensation for our services during the prosecution of this
13 matter. In addition, Righetti Glugoski, P.C. incurred \$49,500.54 in out-of-pocket expenses (as
14 detailed below) to achieve the settlement. The Nathan and Dodds firms incurred additional out
15 of pocket costs as set forth in the Declaration of Reuben Nathan and Bryce Dodds.

16 29. My current hourly rate is \$1,050.00. My rate is on par with the 2018 rates of \$925-
17 \$1000 charged by attorneys with similar experience and qualifications who represent
18 commercial and other full-rate clients on an hourly basis. See, e.g., the 2018 Sidley Austin rate
19 sheet referenced above. The hourly rate for my partner John Glugoski who has been practicing
20 over twenty-six years is \$850/hr. We bill the time for paralegal work at \$225/hr.

21 30. The hourly rates charged by Righetti Glugoski, P.C. are supported by our specialized
22 experience. I believe the rates set forth in the fee application are fully consistent with the market
23 rate for attorneys with comparable expertise, experience and qualifications.

24 31. I am aware of hourly rates (or their historical equivalents) for other plaintiff counsel
25 approved by courts, including in *Carrillo v. Schneider Logistics Transloading & Distribution,*
26 *Inc., et al.*, No. CV 11-8557 CAS (DTBx) (C.D. Cal.) (September 24, 2015 order approving
27 2015 rates of \$895/hr for partners, \$775/hr for a 1994 law graduate, \$650/hr for a 2000 law
28 graduate, \$630/hr for a 2001 law graduate, \$550/hr for a 2004 law graduate, and \$450/hr for a

2008 law graduate, and 2015 rates for Law Clerks (\$275/hr) and Paralegals (\$250/hr)); *Brooks v. U.S. Bank, N.A.*, Case No. C12-4935-EMC (N.D. Cal) (June 16, 2014 order approving 2014 rate of \$895/hr for partner, and 2014 rates of \$775/hr for a 1992 law graduate, \$610/hr for a 2001 law graduate, \$540/hr for a 2004 law graduate, \$275/hr for law clerks, and \$250/hr for paralegals); *Luquetta v. Regents of the University of California*, Case No. CGC-05-443007 (San Francisco County Superior Court) (October 31, 2012 Order approving 2012 rate of \$850/hr for partner, and 2012 rates of \$700/hr for a 1994 law graduate, \$570/hr for a 2000 law school graduate, \$250/hr for law clerks, and \$215/hr for paralegals); *Vasquez v. State of California*, Case No. GIC 740832 (San Diego County Superior Court) (October 1, 2012 Order approving 2012 rate of \$850/hr for partner in civil rights case and 2012 rate of \$375/hr for 2008 law school graduate); *Div 15 Tech v. Sheet Metal Workers' International Association, Local 104*, Case Nos. No. C 10-05309 JSW, C 10-05312 JSW (approving 2011 rates, including \$545/hr for 2000 law school graduate and \$215/hr for paralegals); *Air Line Pilots Ass'n Int'l v. United Airlines, Inc.*, CGC-07-468937 (JAMS Ref. No. 1100061566) (San Francisco County Super. Ct.) (2011 rates of \$825/hr (partner)); *Zalua v. Tempo Research Corp.*, BC319156 (Los Angeles County Super. Ct.) (2011 rates of \$825/hr (partner)).

32. In the course of my practice, I have reviewed the hourly rates of dozens of law firms in California and elsewhere. The rates in this fee application are consistent with the market rates for comparably qualified and experienced counsel handling similar civil litigation.

LITIGATION EFFORTS

33. In the instant case, Apple strongly denied liability and contended that it had meritorious affirmative defenses on both procedural and substantive grounds.

34. The prosecution of this action case involved a significant financial risk because Counsel took this case on a pure contingency basis (meaning no guarantee of ever being paid, if the case is lost), at the same time advancing all litigation costs out of their own pockets, while incurring ongoing costs of paying overhead and salaries of employees who are working on this case.

35. In preparing this fee application, I reviewed the firm's time records, files and emails. Based on my review of these records, I can attest that all of the time set forth was reasonably

devoted to pursuing the Plaintiffs' interests and otherwise would have been billed to a fee-paying client. To calculate the lodestar for the time spent on this case, I personally reviewed and summarized the billing records incurred in prosecuting the matter. I eliminated time entries that could be considered duplicative or inefficient. As of the filing of this motion, I have spent 775.80 hours in the prosecution of this lawsuit which was necessary to achieve a successful outcome. My lodestar as of the filing of this motion is \$814,590. The lodestar of the Righetti Glugoski paralegal is \$27,517.50. I have submitted time summaries setting forth in detail the categories of work performed and the amount of time spent on each of the various categories to support the number of hours expended. The categories are:

- (1) Investigations, Factual Research
- (2) Discovery
- (3) Pleadings, Briefs and Pretrial Motions (includes legal research)
- (4) Court Appearances
- (5) Mediation Settlement and Administration
- (6) Litigation Strategy, Analysis and Case Management
- (7) Class Certification
- (8) Trial Preparation and Trial

Marked and attached hereto as Exhibit 4 is a true and correct copy of the non-duplicative time I spent on the categories listed above.

36. The amount of time spent on this case is reasonable given the complexity and novelty of the issues involved, the vigorous defense provided by the Littler and CDF firms, the length and intensity of the litigation, and the results obtained. Since its inception, Plaintiffs faced a phalanx of defenses as outlined in Defendant's Answer. Counsel litigated this action with skill and efficiency reflecting the amount of work required to achieve the settlement. Once the settlement was consummated our work has not stopped. We expect to work closely with the court appointed notice administrator to assure that notice is provided consistent with this Court's orders and due process. We intend to promptly respond to all inquiries and we intend to continue our work until all responsibilities are discharged and all funds are dispersed.

37. I have reviewed the time and cost summaries submitted to the Court in the declarations of Mr. Nathan, Mr. Glugoski and Mr. Dodds. I attest to the amount of work performed by these lawyers and their firms as well as the high quality of work and professional standards for both the lawyers and their firms. The work they performed was necessary to achieved a successful outcome and was not duplicative of the work performed by the Righetti Glugoski firm.

38. Furthermore, California Courts recognize that Plaintiffs' fee request is in line with market rates and have approved similar 40% attorney fee requests in representative actions

- In *Enombang v. Target*, Alameda County Superior Court Case No. RG17853948, the court approved a settlement of \$9,000,000 for 1,939,006 pay periods, which equates to \$4.66 per pay period and Plaintiff's counsel were awarded 40% of the \$9,000,000 settlement in attorney's fees;
- In *Varela et. al., v. Dolgen California, LLC*, Riverside County Superior Court Case No. RIC1306158, the court approved a fee award of \$3,980,000.00 which equated to 40% of the Settlement Fund based on a lodestar of \$2,783,570.00 times a multiplier of 1.43.

Marked and attached hereto as Exhibit 7 are true and correct copies of the Court Orders approving a 40% fee request.

COUNSEL'S COSTS

39. Righetti Glugoski, P.C. incurred \$49,500.54. Added to the costs incurred by Nathan and Dodds firms as set forth in the Declarations of Reuben Nathan and Bryce Dodds, the total costs incurred by Plaintiff's counsel during this litigation is \$111,137.22. Marked and attached hereto as Exhibit 5 is a breakdown of the costs incurred by the Righetti Glugoski, P.C. firm in this case.

SETTLEMENT ADMINISTRATOR

40 ILYM Group, Inc., an experienced third-party claims administrator, will handle all aspects of the notice process and settlement administration. The CV for ILYM is attached hereto as Exhibit 6.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of May, 2023 at San Francisco, CA.

RIGHETTI GLUGOSKI, P.C.

By: 
Matthew Righetti
Attorneys for Plaintiffs

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

OTHELLA JONES, EMILY AZLIN,
DEANNA BUCKNER, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

APPLE INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 18-CV-04557

PAGA SETTLEMENT AGREEMENT

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

6

7
8

- 9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

1 review regarding the California Court of Appeal’s decision affirming the Order and Judgment is
2 filed, the day after the petition is denied with prejudice and/or no further review of the decision
3 can be requested; or (d) if the petition for review is accepted, the day after the California
4 Supreme Court affirms the Order and Judgment. Reference to California Rule of Court 8.104 is
5 not to be interpreted to mean notice of the Settlement must be provided to the individual
6 Aggrieved Employees as they are *not* the real parties in interest and do not have substantive
7 rights in this Action or regarding this Settlement. (*Amalgamated Transit Union, Local 1756 v.*
8 *Superior Court* (2009) 46 Cal.4th 993, 1003; *Urbino v. Orkin Servs. of Cal.* (9th Cir. 2013) 726
9 F.3d 1118, 1122–23.)

10 8. Any dispute regarding whether the Effective Date has occurred will be submitted to
11 binding resolution by the same Judge that issues the Order and Judgment or, if that Judge is unavailable,
12 to a Judge of the same Court.

13 9. “Gross Settlement Amount” means the settlement amount of Four Million Dollars
14 (\$4,000,000) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action.

15 10. “LWDA” means the California Labor and Workforce Development Agency.

16 11. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees
17 and Costs, Service Award, and Settlement Administrator Costs approved by the Court.

18 12. “Individual PAGA Payment” means each Aggrieved Employee’s payment from the
19 PAGA Penalties Fund.

20 13. “Plaintiffs’ Counsel” means The Law Office of Bryce A. Dodds, Nathan & Associates,
21 APC, and Righetti Glugoski, P.C.

22 14. “Service Award” means the amount to be paid to Plaintiffs as payment for their service
23 on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of
24 their employment with Defendant.

25 15. “Settled Claims” means all claims for PAGA civil penalties that were asserted or that
26 reasonably could have been asserted based on the facts alleged in the Action and in the Class Action
27 Complaint filed on November 14, 2018, the First Amended Class Action Complaint filed on April 2,
28 2019, the Second Amended Class Action Complaint filed on April 25, 2019, the Third Amended Class

1 Action Complaint filed on July 25, 2019, or the operative Fourth Amended Class Action Complaint filed
2 on August 12, 2020, including but not limited to civil penalties for alleged violations of Labor Code §§
3 2800, 2802 and 2698 *et seq.*

4 16. “Settlement Period” means November 9, 2017 through the date the Court grants
5 approval of the Settlement.

6 TERMS

7 17. Operative Complaint. The operative complaint in this Action is the Fourth Amended
8 Class Action Complaint filed on August 12, 2020. Plaintiffs dismissed all class action allegations on or
9 about August 23, 2021, after the filing of the Fourth Amended Class Action Complaint. Accordingly, as
10 part of this Settlement, the Parties stipulate to the dismissal of all individual and class action-related
11 claims and allegations, including the First and Second Causes of Action, asserted in the Fourth Amended
12 Class Action Complaint, as confirmed on the record and contemplated by the Court at the September 28,
13 2022 trial setting conference. In light of the Settlement, the Parties agree that no further pleading
14 amendments are necessary, pending the Court’s approval.

15 18. Gross Settlement Amount. In consideration for Plaintiffs’ promises and representations
16 described in this Settlement Agreement, and subject to all the conditions of the Settlement being met,
17 Defendant will pay Four Million Dollars (\$4,000,000) (“Gross Settlement Amount”) to settle the Action.
18 The Gross Settlement Amount includes Plaintiffs’ attorneys’ fees, litigation costs and expenses,
19 consideration for Plaintiffs’ service on behalf of the LWDA and Aggrieved Employees, Settlement
20 Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the
21 PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to,
22 Defendant.

23 19. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved
24 Employees and the LWDA in full satisfaction of the Settled Claims. Pursuant to PAGA, Seventy-Five
25 Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five
26 Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

27 19(a) The Settlement Administrator will assess: (i) the total number of pay periods
28 worked by each Aggrieved Employee during the Settlement Period, and (ii)

the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

19(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund or Individual PAGA Payment, the Settlement Administrator will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund $\times$ [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

20. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees of not more than One Million Four Hundred Thousand Dollars (\$1,400,000) plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Two Hundred Thousand Dollars (\$200,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund. Defendant reserves the right to oppose any statements in any application for attorneys' fees and cost that disparage Apple. The Settlement shall remain binding even if the Court approves a lesser amount of Attorneys' Fees and/or Costs.

21. Service Award. For a general release of all claims Plaintiffs may have against Defendant arising out of their employment (valued at Fifteen Thousand Dollars (\$15,000)), and for their service on behalf of the LWDA and Aggrieved Employees (separately valued at Five Thousand Dollars (\$5,000)), Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of up to Twenty Thousand Dollars (\$20,000) for each of the Plaintiffs ("Service Award"). Defendant reserves the right to oppose any statements in any motion or application by Plaintiffs for a Service Award that disparages Apple. The Settlement shall remain binding even if the Court approves a lesser amount of Service Award. Upon receipt of the Service Award, in exchange for the Service Award and their Individual PAGA Payment, Plaintiffs will be deemed to have fully released and discharged Defendant from any and all state and federal claims, known and unknown, suspected or unsuspected,

1 including but not limited to those raised in the Action, and those arising from or related to their
2 employment with Apple, through the date the Court enters approval of the Settlement, that Plaintiffs may
3 have against Apple, its current and former parents, subsidiaries, affiliated corporations and/or its or their
4 present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents,
5 shareholders and/or successors, assigns and trustees (collectively, "Released Parties"). This release
6 specifically includes any and all claims, demands, obligations and/or causes of action for damages,
7 restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating
8 to or in any way connected with the matters referred to herein, whether or not known or suspected to
9 exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be
10 deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which
11 provides:

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

17 In consideration for any awarded Attorneys' Fees and Costs, Plaintiffs and their attorneys waive
18 any and all claims to any further attorneys' fees and costs incurred in connection with the Action.

19 Plaintiffs each agree that they will not disparage Apple, the Releasees, or any of its officers,
20 directors, shareholders or employees. For the purpose of this Agreement, "disparage" includes, without
21 limitation, making comments or statements, in writing or otherwise, to any person, or in response to any
22 inquiry, or entity including, but not limited to, the press and/or media, employees, partners or principals
23 of Apple or any entity with whom Apple has a business relationship, that would adversely affect in any
24 manner (a) the conduct of the business of Apple or any of the Released Parties (including, but not limited
25 to, any business plans or prospects) or (b) the reputation of Apple or any of the Released Parties, but does
26 not include truthful statements of non-confidential fact concerning Apple or their employment at Apple
27 provided such statement is not accompanied by any statement that meets the definition of
28 "disparagement" under this Agreement. Plaintiffs each agree that they will not voluntarily counsel,

1 advise, assist or encourage any other person to assert any claims, demands, causes of action, charges or
2 suits against Releasees. Plaintiffs each understand that they are permitted to speak freely about their
3 wages, hours, and working conditions, including information about harassment, discrimination, or any
4 other conduct they have reason to believe is unlawful, and nothing in this Agreement, or any Apple
5 policy or agreement, should be interpreted as being restrictive of their right to do so.

6 22. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force
7 and effect even if the full amount of Service Award sought by Plaintiffs is not ultimately awarded by the
8 Court. Any portion of the Service Award not awarded to Plaintiffs will be added to the PAGA Penalties
9 Fund.

10 23. Settlement Administration Costs. The Parties will retain ILYM as the third-party
11 settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible
12 for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to
13 Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration
14 Costs will be paid from the Gross Settlement Amount. Any portion of the Settlement Administration
15 Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund. The Settlement
16 Administration Costs are estimated at Sixteen Thousand Dollars (\$16,000.00).

17 24. Court Approval of the Settlement and Distribution of Settlement Payments. As soon as
18 practicable after the execution of the Settlement Agreement, Plaintiffs will move the Court for approval
19 of the Settlement and will provide the LWDA with notice of the Settlement pursuant to California Labor
20 Code § 2699(l)(2). Plaintiffs will provide Defendant with their draft approval papers for Defendant's
21 input in advance of filing. The Parties will request that the Court issue an order and judgment approving
22 and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and
23 Judgment").

24 25. List of Aggrieved Employees. Within fifteen (15) calendar days after the Effective
25 Date, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees
26 ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office
27 Excel and will include each Aggrieved Employee's full name; most recent mailing address and
28 telephone number; Social Security number; the respective number of pay periods during which each

1 Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to
2 calculate settlement payments. The Parties agree and acknowledge that, except for identifying the total
3 number of Aggrieved Employees contained therein, the Aggrieved Employee List, including but not
4 limited to identification and contact information, is confidential and shall not be shared with Plaintiffs or
5 Plaintiffs' Counsel, unless Defendant consents to the disclosure or unless the Court orders the disclosure.
6 Defendant represents that the number of pay periods worked by allegedly aggrieved employees between
7 November 9, 2017 to September 30, 2022 is 154,070 and the number of current employees in the
8 allegedly aggrieved PAGA group as of July 30, 2022, is 1,308.

9 26. Funding of the Settlement. Within fifteen (15) calendar days after the Effective Date,
10 Defendant will deposit the Gross Settlement Amount into the QSF to be established by the Settlement
11 Administrator. Following its deposit of the Gross Settlement Amount to the Settlement Administrator,
12 Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to any
13 payments to the LWDA, Aggrieved Employees, Plaintiffs' Counsel, Plaintiffs, and all other recipients of
14 funds and/or beneficiaries of the Settlement, including but not limited to all calculations and
15 disbursements of funds, and payment of any taxes or costs relating thereto. Within fourteen (14)
16 calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a)
17 Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs'
18 Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax
19 forms for all payments issued under this Settlement. In the event of any appeals following the Court's
20 entry of the Order and Judgment, the Settlement Administrator shall ensure that the QSF is placed in an
21 interest-bearing account until the resolution of all such appeals. Following the resolution of any appeals,
22 the Settlement Administrator shall issue the payments as set forth above within (14) calendar days after
23 the Order and Judgment is final and no longer subject to any appeal. In the event the Settlement is not
24 finally approved following any such appeal(s), the amounts funded by Defendant shall be refunded to
25 Defendant, including all interest earned.

26 27. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
27 each Aggrieved Employee one check for their share of the PAGA Penalties Fund along with an
28 explanatory letter, attached as Exhibit A. In the event the Settlement Administrator is contacted by any

1 Aggrieved Employee(s), it shall promptly provide an explanation of the contact to the attorneys for the
2 Parties, including the issue and proposed resolution options. Prior to mailing, the Settlement
3 Administrator will perform a search based on the National Change of Address Database for information
4 to update and correct for any known or identifiable address changes. Any checks returned as non-
5 deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S.
6 Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
7 Administrator will promptly attempt to determine the correct address using a skip-trace, or other search
8 using the name, address or Social Security number of the Aggrieved Employee involved, and will then
9 perform a single re-mailing. Checks will remain negotiable for one hundred eighty (180) days.
10 Aggrieved Employees who do not negotiate checks after one hundred twenty (120) days will be mailed a
11 reminder postcard advising them of the one hundred eighty (180) day deadline to negotiate checks.
12 Those funds represented by un-cashed checks which remain outstanding one hundred eighty (180) days
13 after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the State
14 Controller's Office, Unclaimed Property Division. All settlement payments to Aggrieved Employees
15 will be treated as miscellaneous income for which a 1099 will be issued.

16 28. Settled Claims. Upon entry of the Order and Judgment, Plaintiffs, all Aggrieved
17 Employees, and the State of California, including any purported representative or proxy thereof, will be
18 forever barred from pursuing against Defendant any and all Settled Claims during the Settlement Period.
19 Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual wage
20 and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which
21 they have a private right of action, by virtue of this Settlement.

22 29. No Right to Exclusion or Objections by Representative Action Members. Because this
23 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy and as a
24 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
25 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
26 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
27 regardless of whether they cash any payment received as a result of this Settlement. The Parties also
28 agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

1 30. No Publicity. Plaintiffs and Plaintiffs' Counsel agree not to publicize the fact, amount,
2 or terms of the Settlement in any way, including through social media, press releases, initiating contact
3 with the press, responding to any press inquiries, or communicating with the press.

4 31. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
5 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
6 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
7 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
8 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
9 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

10 32. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
11 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
12 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
13 action or right herein released and discharged.

14 33. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
15 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
16 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
17 and the Parties will be returned to their original respective positions. However, a reduction in the amount
18 of the requested Attorneys' Fees and Costs, Service Award, or Settlement Administrator's Costs will not
19 constitute a failure to grant approval of the Settlement.

20 34. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
21 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
22 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
23 as may be appropriate under court rules or as set forth in this Settlement.

24 35. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
25 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
26 on the Parties.

27 36. Amendment or Modification. This Settlement Agreement may be amended or modified
28 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all

Parties.

37. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties who they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

38. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

39. Governing Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

40. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

41. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

42. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

43. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

44. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

45. Waiver. No waiver of any condition or covenant contained in this Settlement 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.

46. Enforcement Action. In the event one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

47. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

48. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

49. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

50. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and

1 binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to
2 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
3 under federal or state law.

4 51. Denial of Liability. The Parties expressly recognize that the making of this agreement
5 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.
6 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
7 discussions or communications, nor any materials prepared, exchanged, issued or used during the
8 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be
9 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
10 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
11 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
12 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
13 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
14 of the Court entered into in connection therewith.

15 **IT IS SO STIPULATED BY AND BETWEEN THE PARTIES.**

16
17 **READ CAREFULLY BEFORE SIGNING**

18
19 **PLAINTIFF**

20 Dated: March 25, 2023

21 
Emily Azlin (Mar 25, 2023 17:28 PDT)

22
23 **PLAINTIFF**

24 Dated: March 25, 2023

25 
Deanna Buckner (Mar 25, 2023 17:57 PDT)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEFENDANT

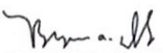
Dated: April 4, 2023


Kwang Kim
Senior Director, Employment Law
Apple Inc.

APPROVED AS TO FORM

THE LAW OFFICE OF BRYCE A. DODDS

Dated: March 25, 2023


Bryce A. Dodds
Attorneys for Plaintiffs Othella Jones, Emily Azlin
and Deanna Buckner

NA TES, APC

Dated: March 27, 2023


Reuben D. Nathan
Attorneys for Plaintiffs Othella Jones, Emily Azlin
and Deanna Buckner

RIGHETTI GLUGOSKI, P.C.

Dated: March 27, 2023


Matthew Righetti
John Glugoski
Attorneys for Plaintiffs Othella Jones, Emily Azlin
and Deanna Buckner

CDF LABOR LAW LLP

Dated: March 27, 2023

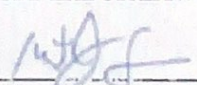

Timothy M. Freudenberger
Kent J. Sprinkle
Desiree J. Ho
Attorneys for Defendant Apple Inc.

EXHIBIT 2

LWDA SUBMISSION CONFIRMATION

EXHIBIT 3

Andrew J. Prizler v. Charter Communications, Inc
Rate Sheet

<u>TK ID</u>	<u>Timekeeper</u>	<u>Title</u>	<u>2018 Standard</u> <u>Rate</u>	<u>2018 Billing</u> <u>Rate</u>	<u>2019 Standard</u> <u>Rate</u>	<u>2019 Billing</u> <u>Rate</u>
02943	Allen, Margaret H.	Partner	950	831	1,000	850
60970	Fischer, Max C.	Partner	925	809	975	829
43800	Lazerson, Wendy M.	Partner	950	831	975	829
12149	Roberts, Katherine A.	Partner	875	766	925	786
13696	Chao, Wesley	Associate	495	433	540	459
11257	Gonzalez, Anahi	Associate	495	433	540	459
14968	Hong, Alison H.	Associate	835	731	890	757
03043	Limbrick, Tiffanie N.	Associate	785	687	870	740
03170	Mackay, Aimee G.	Associate	860	753	905	769
10517	McDonough, Megan	Associate	495	433	635	540
19461	Miner, Katharine M.	Associate	495	433	635	540
03084	Wyson, Natali	Associate	785	687	870	740
95711	Brown, Denise D.	Paralegal	390	341	415	353
17840	L'Hoste, April K.	Paralegal	350	306	370	315
84271	O'Connell, Kathleen M.	Paralegal	360	315	380	323

EXHIBIT 4

TIME REPORT

Firm Name: Righetti Glugoski, PC

Categories:

- ## (8) Trial Preparation and Trial

[illegible]

EXHIBIT 5

**Case Costs Summary for Righetti Glugoski, P.C.
JONES v. APPLE**

DESCRIPTION	NOTES	AMOUNT
Photocopies	In house and outside	\$441.11
Facsimilies		\$0.00
Postage		\$15.50
Travel/Lodging		\$2,306.10
On-Line Research (pro-rata Westlaw)		\$278.04
Mileage/Parking/Taxi		\$0.00
Rental Cars		\$0.00
Court reporters; and deposition costs		\$27,774.71
Courier/Overnight Services	Fax & File,Go Courier, FedEx, UPS	\$180.45
Process servers; subpoenas, etc.		\$490.45
Court Filing Fees		\$0.00
Secretary of State		\$0.00
Database prep and analysis		\$4,825.00
Experts/Consultants		\$4,749.25
Court Call charges		\$564.00
At&T Conference Services		\$376.00
Mediation		\$7,499.93
TOTAL:		\$49,500.54

EXHIBIT 6

Overview of Our Firm:

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

AREAS OF EXPERTISE:

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

Malta vs. Wells Fargo Home Mortgage Inc.

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

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

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

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

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

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

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

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

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

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

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

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

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

PRE-SETTLEMENT CONSULTATION

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

MAILING AND NOTIFICATION

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

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

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

DATA ADMINISTRATION AND NETWORK SECURITY

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

DISTRIBUTION AND SETTLEMENT FUNDING

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

CASE CONCLUSION

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

EXHIBIT 7

7/20/2020

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 30 2020

S. Salazar

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

JUAN VARELA and VICTORIA LEE
DINGER MAIN, an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

DOLGEN CALIFORNIA, LLC, and DOES 1
through 50, inclusive,

Defendants.

) **CLASS ACTION**

) **CASE NO. RIC1306158**

) ~~PROPOSED~~ **ORDER GRANTING**
) **PLAINTIFFS' MOTION FOR FINAL**
) **APPROVAL OF SETTLEMENT;**
) **JUDGMENT**

) Date: July 27, 2020

) Time: 8:30 a.m.

) Dept.: 6

/ Hon. Sunshine Sykes

1 WHEREAS, the above-entitled action is pending before this Court as a certified class action;

2 WHEREAS, on January 8, 2020, the Court entered the Order Granting Plaintiffs' Motion
3 for Preliminary Approval of Class Action Settlement and preliminary approved the Plaintiffs' and
4 Defendant's Amended Stipulation for Settlement of Class and Representative Claims ("Settlement
5 Agreement");

6 WHEREAS, Plaintiffs timely petitioned this Court for an order finally approving the
7 Settlement and for an order granting Plaintiffs' motion for attorneys' fees, reimbursement of
8 litigation costs, class representative enhancements and claims administration costs on April 22,
9 2020;

10 WHEREAS, on July 27, 2020 at 8:30 a.m. in the above-captioned Court, the Hon. Sharon
11 J. Waters presiding, a hearing was held on Plaintiffs' Motion for Final Approval of Class Action
12 Settlement and on Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Litigation Costs, Class
13 Representative Enhancements and Claims Administration Costs, as set forth in the Settlement
14 Agreement.

15 NOW, THEREFORE, GOOD CAUSE APPEARING, THE IT IS HEREBY ORDERED,
16 ADJUDGED AND DECREED THAT:

17 1. This Order incorporates by reference the definitions in the Settlement Agreement
18 preliminary approved by the Court on December 24, 2019 and filed on January 8, 2020, and all
19 terms defined therein shall have the same meaning in this Order.

20 2. This Court has jurisdiction over the subject matter of this litigation and over all
21 Parties to this litigation, including the Plaintiffs, Defendant and the Settlement Class Members.

22 3. Pursuant to the Preliminary Approval Order, the Court-appointed Settlement
23 Administrator, Phoenix Settlement Administrators, mailed the Court-approved NOTICE OF
24 PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING to all
25 known Settlement Class Members by First Class U.S. Mail. The Notice of Settlement fairly and
26 adequately informed Settlement Class Members of the terms of the proposed Settlement and the
27 benefits available to Settlement Class Members. The Notice of Settlement further informed Class
28 Members of the pendency of the Action, of the proposed Settlement, of the Settlement Class

1 Members' right to receive their share of the proceeds from the Net Settlement Fund, of the scope
2 and effect of the Released Claims, of the Court's order preliminarily approving the Settlement
3 Agreement, of exclusion and objection and workweek dispute timing and procedures, of the date
4 of the Final Approval Hearing, and of the right to file documentation in support of or in opposition
5 to the Settlement and/or to appear in connection with the Final Approval Hearing. Settlement Class
6 Members had adequate time to consider this information and to use the procedures identified in
7 the Notice. The Court finds and determines that this notice procedure afforded adequate
8 protections to Settlement Class Members and provides the basis for the Court to make an
9 informed decision regarding final approval of the Settlement based on the responses of Class
10 Members. The Court finds and determines that the Notice provided in the Action was the best notice
11 practicable, which satisfied the requirements of law and due process.

12 4. In response to the Notice, the Court finds that there were no valid objections
13 submitted by Class Members, and that only three individuals requested exclusion from the
14 Settlement out of 5,445 individuals who were sent the Notice.

15 5. The Court finds that the Settlement offers significant monetary recovery to the
16 Settlement Class Members and finds that such recovery is fair, adequate and reasonable when
17 balanced against further litigation related to procedural, liability and damages issues. The Court
18 further finds that extensive investigation, formal and informal discovery, research and litigation
19 have been conducted such that Class Counsel and Defense Counsel are able to reasonably evaluate
20 their respective positions at this time. The Court finds that the proposed Settlement, at this
21 time, will avoid substantial additional costs by all Parties, as well as avoid the risks and delay
22 inherent to further prosecution of the Action. The Court further finds that the Settlement has been
23 reached as the result of non-collusive, arms' length negotiations. Thus, the Court approves the
24 settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects,
25 fair, adequate and reasonable and directs the Parties to effectuate the Settlement according to its
26 terms.

27 6. For purposes of this Final Approval Order and for this Settlement only, the
28 Court hereby certifies the Class as defined in the Settlement Agreement. Furthermore, the Court

1 hereby confirms the appointment of Plaintiffs Juan Varela and Victoria Lee Dinger Main as the
2 class representatives for the Settlement Class.

3 7. The Court hereby orders the Settlement Administrator to distribute the Individual
4 Settlement Payments to Participating Class Members and to the LWDA in accordance with the
5 provisions of the Settlement Agreement.

6 8. For purposes of this Final Approval Order and this Settlement only, the Court hereby
7 confirms the appointment of Michael C. Righetti and Matthew Righetti of Righetti Glugoski P.C.
8 and Michael Malk of the Malk Law Firm as Class Counsel.

9 9. With regard to Plaintiffs' request for attorneys' fees totaling \$3,980,000.00,
10 Plaintiffs' counsel provided a lodestar of \$2,783,570.00 resulting in a multiplier of approximately
11 1.43. The fee amount requested is 40% of the Gross Settlement Fund. The Court finds that Class
12 Counsel, having conferred a substantial benefit upon the Settlement Class Members and having
13 expended great efforts to secure such benefit over seven years of litigation, is entitled to recover
14 attorneys' fees as well as reimbursement of their litigation expenses. Given the duration of this
15 litigation, the extent of the work performed, the large amount recovered on behalf of the Settlement
16 Class Members, and because the requested 1.43 multiplier falls within a reasonable range, the Court
17 finds the fee request is fair and reasonable. As such, the Court approves Plaintiffs' unopposed
18 request for attorneys' fees of \$3,980,000.00. Furthermore, the Court approves Plaintiffs'
19 unopposed request for reimbursement of their litigation expenses in the amount of \$200,000 finding
20 that such expenses were reasonably incurred in the prosecution of this action, and there were no
21 objections from Defendant or any Settlement Class Members.

22 10. Further, the Court finally approves the Class Representative Enhancement Awards
23 to Plaintiffs in the amount of Twenty Thousand Dollars (\$20,000) for each Plaintiff. The Court
24 finds that both Plaintiffs contributed substantially to the prosecution of this action and took
25 substantial risks on behalf of the Settlement Class Members. The Court hereby orders the
26 Settlement Administrator to distribute the Class Representative Enhancement Awards to the
27 Plaintiffs in accordance with the provisions of the Settlement Agreement.

28 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby

1 confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to
2 complete the administration of the Settlement Agreement and further finally approves Settlement
3 Administration Costs as fair and reasonable of \$30,000.00.

4 12. As of the Effective Date, Plaintiffs, Participating Class Members and the LWDA
5 shall be deemed to have released the Released Parties from all Released Claims. As of the Effective
6 Date, Plaintiffs, Settlement Class Members and the LWDA are hereby permanently enjoined and
7 restrained from and against initiating or pursuing any of the Released Claims in the Settlement
8 Agreement.

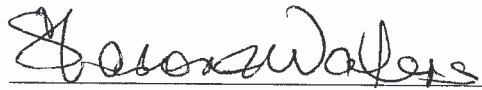
9 13. After Settlement administration has been completed in accordance with the
10 Settlement Agreement, Plaintiffs shall file a report with this Court certifying compliance with the
11 terms of the Settlement. The Court sets a non-appearance compliance hearing for December 10,
12 2020. A declaration(s) regarding disposition of the settlement shall be filed at least five court days
13 prior to the hearing.

14 14. The Court hereby enters final judgment in this action on the merits and with
15 prejudice in accordance with the terms of the Settlement Agreement.

16 15. Without affecting the finality of this Final Approval Order in any way, and pursuant
17 to California Code of Civil Procedure Section 664.6 and California Rules of Court, Rule 3.769(h),
18 the court reserves exclusive and continuing jurisdiction over this Action, the interpretation,
19 implementation and enforcement of the Settlement and all orders and judgments entered in
20 connection therewith.

21 **IT IS SO ORDERED**

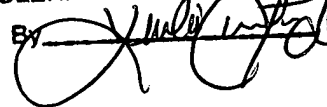
22 DATED: July 28, 2020

23 
24 HONORABLE SHARON J. WATERS
25 JUDGE OF THE SUPERIOR COURT
26
27
28

FILED
ALAMEDA COUNTY

AUG 02 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and
on behalf of all other similarly situated
aggrieved employees,

Plaintiff,

v.

TARGET CORPORATION, and DOES
1-10, inclusive,

Defendants.

CASE NO. RG17853948

~~[PROPOSED]~~ ORDER GRANTING JOINT
MOTION FOR APPROVAL OF
SETTLEMENT AND JUDGMENT
THEREON; AND AWARDING
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

Date: July 24, 2018
Time: 3:00 p.m.
Dept: 23
Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

1 (“LWDA”). The Court also finds that the LWDA has not objected to, and is deemed to have
2 approved of, the terms of the Settlement. The Court further finds that, although no one other
3 than the LWDA has standing to object to the terms of the Settlement, no other objection to the
4 Settlement has been received by the Court.

5 The Court further finds that executing the seating program set forth in Section
6 II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request
7 and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool
8 if requested, complies with Section 14 of Wage Order 7-2001.

9 The Court additionally finds that the dismissal of the PAGA cause of action in
10 *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that
11 because the PAGA cause of action in *Thompson* was brought solely as a representative action
12 under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest
13 that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to
14 notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or
15 otherwise challenge the dismissal.

16 Accordingly, the Court hereby orders, adjudges, and decrees as follows:

17 1. The Parties, their Counsel, and the Settlement Administrator shall take all steps
18 necessary to implement and consummate the Settlement according to the terms and provisions,
19 including but not limited to the parties effectuating the dismissals of *Murphy v. Target*
20 *Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and
21 *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case
22 No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

23 2. The Court awards plaintiffs’ counsel attorneys’ fees in the amount of Three
24 Million, Six Hundred Thousand Dollars and No Cents (\$3,600,000.00), plus costs in the
25 amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The Court finds the
26 attorney hours, hourly rates, and costs incurred by plaintiffs’ counsel over this nine-year
27 litigation as reflected in their declarations were reasonable, and further that plaintiffs’ counsel
28 are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

1 The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy,
2 Candi Perry, and Stacy Thompson, Twenty Thousand Dollars (\$20,000.00) each for the time
3 they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and
4 the aggrieved employees. All of these amounts shall be deducted from the \$9 million
5 settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

6 3: Without affecting the finality of this Judgment or the Settlement, this Court
7 shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the
8 parties to this action to ensure effectuation of the Settlement in accordance with the terms of
9 the Settlement and this Judgment.

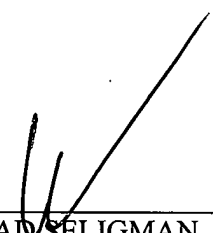
10 4. To the extent any settlement checks are uncashed by the deadline provided in
11 the Settlement, or in the event there any other undistributed settlement funds, such funds shall
12 be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with
13 Bus. & Prof. Code sections 6216 to 6223.

14 5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the
15 LWDA, and all individuals who worked for Defendant in California as a Cashier as that term
16 is defined in the Settlement Agreement at any time from April 14, 2008 through the date of
17 this Order.

18 6. Except as otherwise provided by the Settlement, each side shall bear their own
19 attorneys' fees and costs.

20 **IT IS SO ORDERED.**

21
22
23 DATED: 8/2/10


HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG17853948

Case name: Enombang v. Target Corporation

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of this Order was emailed to the addresses shown on at the bottom of this document.

Dated: August 03, 2018

Jhalisa A. Castaneda

Courtroom Clerk, Dept. 23

James Clapp <jclapp@clapplegal.com>; Marita Lauinger <mlauinger@clapplegal.com>;
Wilson Claudette G. <CWilson@wilsonturnerkosmo.com>; allen@gravesfirm.com;
'jeffwohl@paulhastings.com'; Kevin McInerney kevin@mcinerneylaw.net