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

LAURA RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

COOPER MICROELECTRONICS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: 30-2022-01290173-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
William Claster, Dept. CX101]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR PAGA
SETTLEMENT APPROVAL**

Reservation: 74644674

Date: September 19, 2025
Time: 9:00 a.m.
Dept: CX101

Action Filed: November 4, 2022
Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Rodriguez (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an attorney at the Mesriani Law Group, an employment law firm in Santa Monica, California. The majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting legal research; performing pre-filing research and analysis; drafting complaints and letters to the U.S. Department of Labor and the California Labor Commissioner; attending court hearings; corresponding with employers; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; conducting mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have not yet been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation
2 since its inception. I played an integral part in the negotiation and resolution of the PAGA claims
3 at issue in this lawsuit. I believe this Settlement is a reasonable compromise of said claims and
4 now apply for approval of the Settlement with this Court. The Settlement Agreement is attached
5 hereto as **Exhibit 1**. The Notice of PAGA Settlement and Release of Claims (“Notice”) is attached
6 as **Exhibit A** to the Settlement Agreement

7 10. On August 27, 2025, my office submitted this filing along with the Settlement
8 Agreement to the LWDA. A true and correct copy of the settlement submission is attached hereto
9 as **Exhibit 2**.

10 11. Defendants Cooper Microelectronics, Inc., Kenneth B. Cooper, and Lily Cooper
11 (collectively, “Defendants”) are a microelectronics manufacturer specializing in printed circuit
12 board design and prototypes. Plaintiff worked for Defendants as a non-exempt “Welder” and
13 “Assembler” from approximately February 2004 to December 22, 2021. Declaration of Laura
14 Rodriguez. Plaintiff, like all other aggrieved employees, worked for Defendants in California and
15 was subjected to Defendants’ wage and hour practices and policies during the PAGA Period
16 (November 7, 2021, and the date of PAGA settlement approval).

17 12. On November 7, 2022, Plaintiff provided written notice of her intent to file a claim
18 for civil penalties under the PAGA to the LWDA and Defendants. Plaintiff’s LWDA letter is
19 attached hereto as **Exhibit 3**.

20 **13.** On November 4, 2022, Plaintiff filed her class action complaint alleging that
21 Defendants failed to: (1) pay all overtime wages; (2) pay all minimum wages; (3) provide all meal
22 periods; (4) authorize and permit all rest periods; (5) reimburse necessary business expenses;
23 (6) issue accurate itemized wage statements; (7) pay all final wages upon separation from
24 employment; and (8) comply with California’s unfair competition laws. On January 12, 2023,
25 Plaintiff filed a First Amended Complaint adding a ninth cause of action for civil penalties under
26 PAGA.

27 14. On November 30, 2023, the Parties participated in a full-day mediation with Mark
28 S. Rudy, Esq., an experienced and well respected wage and hour mediator. Although the matter

1 did not resolve at mediation, the Parties continued settlement negotiations while resuming formal
2 litigation. During this time, Plaintiff served and Defendants responded to substantial written
3 discovery, the Parties completed a *Belair-West* notice mailing, and Plaintiff took the deposition
4 of Defendants' Person Most Qualified witness.

5 15. Between February and May 2024, Defendants conducted a *Pick Up Stix* campaign
6 and obtained general releases from at least 27 of the 47 putative class members. After reviewing
7 these agreements, Plaintiff's counsel concluded they were likely enforceable, which would bar
8 participation in the class claims and reduce the putative class size below the numerosity threshold.
9 On October 3, 2024, the Court granted Plaintiff's Request for Dismissal of Class Claims Without
10 Prejudice.

11 16. Before the bench trial scheduled for May 19, 2025, the Parties were able to
12 negotiate a resolution of the representative PAGA claim. Over the following months, the Parties
13 finalized the terms of the proposed Settlement now before the Court.

14 17. Plaintiff alleges that Defendants maintained an unlawful rounding practice that
15 systematically underpaid employees. Specifically, Plaintiff claims Defendants recorded clock-in
16 and clock-out punches to the minute but manually adjusted time entries to pay only for scheduled
17 shifts, resulting in unpaid minimum and overtime wages. Defendants argue that their timekeeping
18 practices are lawful and that their rounding practice is neutral and even-handed, which is
19 compliant under *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889.

20 18. Plaintiff also alleges that Defendants failed to provide employees with all lawful
21 meal periods to which they were entitled. Specifically, Defendants required Plaintiff and the
22 Aggrieved Employees to begin work at 6:00 a.m. or earlier each day; however, Defendants
23 scheduled meal periods at 12:00 p.m. or later, well after the end of the fifth hour of work. This
24 policy/practice resulted in unlawful first meal periods that were regularly late or missed. Further,
25 Defendants provided only a single meal period per workday, despite employees regularly working
26 shifts in excess of 10 hours.

27 19. Plaintiff contends that Defendants failed to authorize and permit employees to take
28 a rest period for every 4 hours worked (or major fraction thereof). Specifically, Plaintiff alleges

1 that Defendants' policy and practice was to authorize only a single 20-minute rest period per
2 workday, in violation of California law.

3 20. Plaintiff argues that employees were required to purchase tools such as welder's
4 masks, aprons, welding gloves, and grippers to perform their job duties, but Defendants did not
5 reimburse them for these necessary business expenses. As a result of these Labor Code violations,
6 Plaintiff alleges that Defendants are liable for civil penalties under PAGA. Defendants contend
7 they maintained lawful meal period policies and practices at all times and provided timely, duty-
8 free meal periods. Defendants argue that any missed or non-compliant meal periods are the result
9 of employee choice, not Defendants' policies and practices. Defendants also contend they
10 authorized and permitted employees to take all lawful rest periods to which they were entitled.
11 Defendants also claim they maintained a practice of reimbursing all necessary business
12 expenditures and that any unreimbursed expenses resulted from employees failing to submit
13 reimbursement requests.

14 21. Aggrieved Employees worked a total of 2,357 pay periods during the PAGA
15 Period. Plaintiff's expert reviewed Defendants' timekeeping records and determined that
16 Defendants' non-neutral rounding practice remained in place until approximately December
17 2020. Plaintiff's expert also determined that 86.3% of shifts longer than six hours included a
18 recorded meal period after the end of the fifth hour of work. Another 5% of shifts reflected meal
19 periods of less than 30 minutes, and 3.5% of shifts recorded no meal period at all. For rest period
20 violations, Plaintiff's expert assumed that each shift longer than six hours would trigger a rest
21 period premium because Defendants' policy provided only a combined 20-minute rest break per
22 day. Plaintiff's expert analysis confirmed that Plaintiff's primary theories of relief, unpaid wages,
23 meal period violations, and rest period violations, would be triggered in every pay period during
24 the PAGA Period. Assuming a violation for each theory in each pay period, Plaintiff calculated
25 Defendants' PAGA exposure at \$707,100 (2,357 pay periods x 3 violations per pay period x \$100
26 per violation).

27 22. Defendants raised numerous defenses to Plaintiff's underlying claims and argued
28 that, even if found liable, the Court would exercise its discretion to drastically reduce any PAGA

1 penalties. In light of Defendants’ arguments and defenses described above, Plaintiff discounted
2 that maximum exposure of \$707,100 by 25% for a risk of losing on the merits and/or not
3 recovering a PAGA penalty for each claim in every pay period, and by an additional 75% for risk
4 of the Court reducing penalties, to arrive at a realistic exposure of approximately \$132,581. In the
5 face of Defendants’ defenses on the merits and the Court’s discretion to reduce PAGA penalties,
6 Plaintiff felt that the proposed settlement amount of \$128,000, which represents 96.5% of
7 Plaintiff’s reasonably forecasted recovery, was clearly in the best interests of the LWDA and the
8 aggrieved employees and was well within the range of reasonableness.

9 23. Aggrieved employees are defined as, “all current and former non-exempt
10 employees of Defendants who worked in California at any time between November 7, 2021, and
11 the date of PAGA settlement approval. Plaintiff’s mediation data analysis determined that there
12 were approximately 2,357 aggregate pay periods worked by the 38 aggrieved employees during
13 the PAGA Period.

14 24. My firm requests one-third of the MSA (currently estimated at \$42,666.67) in
15 attorneys’ fees, and \$40,919.45 in reimbursement for litigation costs. The cost records reflect total
16 costs of \$40,816.53. The \$102.92 difference between requested costs and actual costs represents
17 anticipated costs for the filing of this Motion and for the filing of the administration declaration
18 following approval. As explained below, this request is reasonable when compared against my
19 firm’s lodestar table as it results in a negative multiplier compared to the hours actually spent
20 working on this matter since November 2022. This fee request of one-third of the MSA is
21 consistent with my firm’s experience in similar wage-and-hour class and PAGA matters. A true
22 and correct copy of my firm’s cost records is attached hereto as **Exhibit 4**.

23 25. My firm has worked on this case on a pure contingency basis. To date my firm has
24 expended over 150 hours on this matter. A non-exhaustive list of tasks performed to reach this
25 Settlement include: pre-filing investigation, analysis of Plaintiff’s claims, legal research, drafting
26 and filing the complaint and notice letter to the LWDA, drafting, reviewing, and revising
27 pleadings, stipulations, and status reports, attending hearings, taking the deposition of
28 Defendants’ Person Most Qualified witness, interviewing former employees, propounding

discovery and meeting and conferring extensively with Defendants' counsel, reviewing substantial documents and data produced before mediation, retaining an expert to analyze Defendants' production, evaluating timekeeping and payroll data, drafting a mediation brief, preparing for and attending mediation, negotiating and drafting the Settlement Agreement, preparing this Motion and supporting documents, and otherwise litigating the case. My firm has also expended significant time reviewing the mediation production and conducting an analysis of the civil penalties at issue in order to have a productive mediation. A true and correct copy of my firm's billing entries is attached hereto as **Exhibit 5**. A true and correct copy of the 2025 Laffey Matrix is attached hereto as **Exhibit 6**. A table of the hours spent on this matter along with associated billing rates for each of the attorneys and staff at my firm is provided below:

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	9.2	\$8,510.00
Fletcher W. Schmidt (13th Year Attorney)	\$825	19.0	\$15,675.00
Andrew J. Rowbotham (11th Year Attorney)	\$725	84.5	\$61,262.50
Susan J. Perez (6th Year Attorney)	\$550	13.5	\$7,425.00
Aden M. Khachadoorian (3rd Year Attorney)	\$500	14.1	\$7,050.00
Edgar J. Morales (3rd Year Attorney)	\$425	5.2	\$2,210.00
Firm Paralegals	\$200	22.4	\$4,480.00
Total Lodestar			\$106,612.50

26. My firm has entered into a written agreement with Law Office of Joseph E. Richards and has agreed to split fees in this matter as follows: 80% to Haines Law Group, APC and 20% to Law Office of Joseph E. Richards. Plaintiff has been advised of this fee split and has consented to it in writing per California Rules of Professional Conduct 1.5.1.

27. The parties agree to engage Phoenix Settlement Administrators ("Phoenix") as the third-party settlement administrator. Phoenix shall be responsible for calculating and mailing the settlement checks and Notice to the aggrieved employees, among other duties. Phoenix estimates incurring \$2,950.00 in costs in connection with the administration of this settlement.

1 28. As detailed in the Settlement Agreement and declaration of Jodey Lawrence,
2 submitted concurrently with this Motion, Phoenix will perform duties in connection with this
3 Settlement that are integral in effectuating the Settlement and the Notice process. Among other
4 things, Phoenix will calculate each aggrieved employee's individual PAGA payment, update
5 addresses contained in the employee data supplied by Defendant, format the Notice Packets for
6 mailing and translate them into Spanish, mail Notice Packets to all aggrieved employees, and
7 otherwise administer the Settlement. Phoenix was selected to administer this Settlement because
8 it is an experienced and well-respected settlement administrator and returned a bid at a
9 competitive rate.

10 29. Plaintiff requests an enhancement payment in the amount of \$2,500.00 in
11 recognition of her efforts to initiate this case, her contributions to the prosecution of this case, and
12 her dedication in bringing this case to a successful resolution. Among other things, Plaintiff
13 searched for relevant documents, provided factual information to my office, had numerous phone
14 calls with my office to discuss claims and Defendants' practices, assisted in preparing for
15 mediation, remained available throughout mediation to answer factual questions, reviewed and
16 assisted in finalizing the settlement agreement, and otherwise helped move this case toward
17 resolution. Plaintiff spent at least 20 hours on activities that ultimately lead to the Settlement.
18 Plaintiff is not a PAGA plaintiff in any other matter, pending or closed. There is a well-
19 established history of courts awarding enhancement payments in PAGA-only settlements.
20 Attached hereto as **Exhibit 8** are a sampling of court orders granting enhancement payments in
21 PAGA-Only settlements

22 30. From the NSA, 75% (\$29,222.91) will be distributed to the LWDA, and 25%
23 (\$9,740.97) will be distributed to the aggrieved employees. 100% of the individual payments to
24 the aggrieved employees will be reported using IRS Form-1099s, since all funds received under
25 Section 2699 are civil penalties that do not trigger payroll taxes or withholdings. Individual
26 Settlement Payments shall be apportioned based on the proportionate number of pay periods
27 worked during the PAGA Period, by multiplying the Net Settlement Amount by a fraction, the
28 numerator of which is the aggrieved employees' total pay periods worked during the PAGA

1 Period, and the denominator of which is the total number of pay periods worked by all aggrieved
2 employees during the PAGA Period. The average recovery per aggrieved employee is expected
3 to be \$256.34.

4 31. Defendants will deposit the MSA within thirty (30) calendar days after the
5 Effective Date, defined as the date on which the Court enters an order granting approval of the
6 Settlement. Within ten (10) business days after the Court signs the approval order, Defendants
7 will provide Phoenix with information for the Aggrieved Employees, including names, last
8 known addresses and telephone numbers, Social Security numbers, dates of hire and separation,
9 and pay period counts. Within ten (10) business days of receiving this information, Phoenix will
10 perform address updates and calculate Individual PAGA Payments for the Parties' approval.
11 Within five (5) business days of approval, Phoenix will mail explanatory letters in English and
12 Spanish, along with the Individual PAGA Payments, to the Aggrieved Employees via First-Class
13 U.S. Mail. Individual PAGA payments that are mailed to aggrieved employees will expire after
14 one hundred eighty (180) calendar days from the date that they are mailed.

15 32. The amount of any unclaimed funds resulting from checks not being redeemed
16 will be turned over to the Controller of the State of California per California's Unclaimed Property
17 Law to be held in the name of the aggrieved employees to whom the checks were issued.

18 33. I confirm that I am not affiliated with the proposed settlement administrator,
19 Phoenix Settlement Administrators. I am also not aware of any class, representative or other
20 collective action pending in any other court that asserts claims similar to those asserted in this
21 action.

22 34. My firm retained Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, to
23 perform expert analyses in this case. Copies of Dr. DuMond's expert invoices are attached hereto
24 as **Exhibit 7**.

25 I declare under penalty of perjury under the laws of California and the United
26 States that the foregoing is true and correct. Executed on August 27, 2025, at El Segundo,
27 California.

28 

Andrew J. Rowbotham

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement”) is made and entered into between Plaintiff Laura Rodriguez (“Plaintiff”), acting in a private attorney general capacity, and Defendants Cooper Microelectronics, Inc., Kenneth B. Cooper, and Lily Cooper (“Defendants”) (collectively, the “Parties”)

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the lawsuit titled *Laura Rodriguez v. Cooper Microelectronics, Inc.*, Orange County Superior Court, Case No. 30-2022-01290173-CU-OE-CXC, filed on November 4, 2022, and Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated November 7, 2022.
2. “Aggrieved Employees” means all current and former non-exempt employees of Defendants who worked in California at any time between November 7, 2021, and the date of PAGA settlement approval.
3. “Court” means the Orange County Superior Court.
4. “Defendants” means Cooper Microelectronics, Inc., Kenneth B. Cooper, and Lily Cooper.
5. “Effective Date” means the date on which the Court enters an order granting approval of the Settlement.
6. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the allocation formula described in this Settlement.
7. “LWDA” means the California Labor and Workforce Development Agency.
8. “Maximum Settlement Amount” means the non-reversionary sum of \$128,000.00, representing the total amount payable by Defendants under this Settlement, including payments to Aggrieved Employees, the LWDA, the Settlement Administrator for administration costs, Plaintiff’s attorneys for fees and costs, and Plaintiff’s Representative Enhancement Payment, subject to the Escalator Clause described herein.
9. “Net Settlement Amount” means the amount remaining for distribution to the LWDA and Aggrieved Employees after deduction of the following amounts, subject to Court approval: (a) Plaintiff’s attorneys’ fees of up to one-third of the Maximum Settlement Amount (currently estimated to be \$42,666.67); (b) Plaintiff’s litigation costs of up to \$45,000.00; (c) Plaintiff’s Representative Enhancement Payment of up to \$2,500.00; and (d) settlement administration costs, currently estimated to be \$2,950.00.
10. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from November 7, 2021, through the date of PAGA settlement approval.
12. “Parties” means Plaintiff and Defendants.
13. “Plaintiff” means Laura Rodriguez.
14. “Plaintiff’s Counsel” means Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC.
15. “Representative Enhancement Payment” means the amount awarded to Plaintiff for her service as the representative Plaintiff
16. “Settlement Administrator” means Phoenix Settlement Administrators.

II. RECITALS

1. On November 4, 2022, Plaintiff filed the Action alleging that Defendants failed to: (1) pay all overtime wages; (2) pay all minimum wages; (3) provide all lawful meal periods; (4) authorize and permit all lawful rest periods; (5) reimburse all necessary business expenses; (6) issue accurate itemized wage statements; (7) pay all wages due at the time of separation; and (8) comply with California’s unfair competition laws.
2. On November 7, 2022, Plaintiff provided written notice to the LWDA and Defendants asserting a claim for civil penalties pursuant to the PAGA based on the alleged violations of the California Labor Code described in Section II.1.
3. On January 12, 2023, Plaintiff amended the Action to add a cause of action for civil penalties under the PAGA.
4. In response to Plaintiff’s Counsel’s informal discovery requests, Defendants provided information and documents pertaining to Plaintiff and other non-exempt employees to allow Plaintiff’s Counsel to investigate Plaintiff’s allegations and evaluate the value of the claims in the Action.
5. On November 30, 2023, the Parties participated in a full-day mediation with Mark S. Rudy, Esq. Although the matter did not settle at mediation, the Parties continued settlement discussions while recommencing formal litigation.
6. On October 3, 2024, the Court dismissed the class claims without prejudice, leaving only the PAGA claim to be litigated.
7. Prior to the bench trial scheduled for May 19, 2025, the Parties reached a resolution of the PAGA claim at issue in the Action on behalf of Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed as an admission by Plaintiff that her claims lack merit or by Defendants of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person. Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement to avoid further disputes and litigation, and the associated inconvenience, expenses, and risks. This Settlement, and any related court documents or orders, shall not be cited or admitted as evidence of liability.
2. **Maximum Settlement Amount.** Defendants shall pay a non-reversionary Maximum Settlement Amount of \$128,000.00. Defendants shall not be required to pay more than the Maximum Settlement Amount, except as provided in the Escalator Clause set forth below. The Maximum Settlement Amount shall be paid within thirty (30) calendar days after the Effective Date.
3. **Escalator Clause.** Defendants represent that Aggrieved Employees worked a total of 2,357 pay periods during the PAGA Period. Should the number of pay periods worked during the PAGA Period exceed 2,357, Defendants shall have the option to either (i) cut off the PAGA Period as of the date that the number of pay periods reaches 2,357, or (ii) increase the Maximum Settlement Amount by \$54.31 for each pay period worked during the PAGA Period in excess of 2,357.
4. **Net Settlement Amount.** The Parties will request that the Court approve the following deductions from the Maximum Settlement Amount:
 - a. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees of up to one-third of the Maximum Settlement Amount (currently estimated to be \$42,666.67) and costs incurred in prosecuting this Action, up to \$45,000.00. If the Court approves a lesser amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order awarding less than the full amount sought for attorneys' fees and costs). The Settlement Administrator shall report these payments on IRS Form 1099 issued to Plaintiff's Counsel
 - b. **Representative Enhancement Payment.** Defendants will not oppose Plaintiff's request for a Representative Enhancement Payment of up to \$2,500.00 to compensate Plaintiff for her work in this matter. If the Court approves a lesser amount, the difference will be added to the Net Settlement Amount
 - c. **Administration Costs.** Defendants will not oppose payment of the Settlement Administrator's costs, currently estimated to be \$2,950.00. If the Court approves a lesser amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator shall report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% share for Aggrieved Employees shall be distributed on a proportional basis, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
6. **PAGA Released Claims.** All Aggrieved Employees, including Plaintiff, shall release and discharge Defendants, and their past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and their respective successors, predecessors, subsidiaries, affiliates, parents, and attorneys (collectively, the “Released Parties”), from all PAGA claims based on the Labor Code violations pled in the operative complaint or described in Plaintiff’s LWDA letter dated November 7, 2022, or which could have been pled based on the factual allegations therein, arising during the PAGA Period. This release covers only PAGA claims. Aggrieved Employees will not be releasing any underlying wage and hour claims through this Settlement. Aggrieved Employees will not be provided an opportunity to opt out of the PAGA Release.
7. **Covenants and Representations by Plaintiff and Plaintiff’s Counsel.**
 - a. Plaintiff represents and warrants that she has not assigned or transferred, nor purported to assign or transfer, to any person or entity any claim or portion thereof, or interest therein, that is or may be subject to this Settlement.
 - b. Plaintiff acknowledges that she has read this Settlement, fully understands her rights, privileges, and duties under the Settlement, and enters into this Settlement freely and voluntarily. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys regarding the terms of this Settlement and the consequences of signing it.
8. **Judgment.** As part of the motion seeking approval of the Settlement, Plaintiff shall submit a proposed order and judgment entering judgment in the Action in accordance with the terms of the Settlement and retaining jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA claims asserted by Plaintiff and the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to administer this Settlement.
2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of Aggrieved Employees in a computer-readable format, such as a Microsoft Excel spreadsheet. The list shall include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked during the PAGA Period, and Social Security

number. The list shall also include the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period. Because the list will contain confidential information, the Settlement Administrator shall maintain the list in strict confidence and limit access to those who require it for the administration of the Settlement.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the Aggrieved Employees' information, the Settlement Administrator shall update the addresses using the National Change of Address database.
 - a. **Approval Before Mailing Individual PAGA Payments.** Within ten (10) business days of receiving the Aggrieved Employees' information, the Settlement Administrator shall circulate to counsel for both Parties an anonymized spreadsheet containing the proposed Individual PAGA Payments and the data used to calculate such payments. The Settlement Administrator shall also determine whether the Escalator Clause has been triggered. The Settlement Administrator shall obtain approval from all counsel before mailing the Individual PAGA Payments.
 - b. **Mailing Individual PAGA Payments.** Within five (5) business days after obtaining approval to proceed, the Settlement Administrator shall mail to each Aggrieved Employee via regular First-Class U.S. Mail: (i) the explanatory letter (in English and Spanish) mutually approved by the Parties, attached as Exhibit A; and (ii) the Individual PAGA Payment. Defendants fully discharge their obligations to Aggrieved Employees upon the initial mailing of the Individual PAGA Payment checks, regardless of whether such checks are actually received or negotiated.
 - c. **Payment of Remainder.** Within five (5) business days after obtaining approval to proceed, the Settlement Administrator shall also disburse the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved Representative Enhancement Payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.
4. **Tax Treatment.** Each Individual PAGA Payment shall be characterized as penalties and reported on IRS Form 1099 issued to the Aggrieved Employee. Individual PAGA Payment checks shall remain negotiable for one hundred eighty (180) days after mailing (the "check cashing deadline"). Any check not negotiated within that period shall be transferred to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee. Neither Plaintiff nor Defendants, nor counsel for either Party, make any representations or warranties regarding the tax consequences of any payments made pursuant to this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that Plaintiff has obtained no tax advice from Defendants and that neither Defendants nor their attorneys have made any representation concerning the tax consequences, if any, of the Maximum Settlement Amount or any payment to be made pursuant to this Settlement. To the extent that this Settlement or any of its attachments are interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendants, their counsel and Plaintiff's and the Aggrieved Employees'

counsel are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to Plaintiff's Counsel's fees and costs will be reflected in a Form 1099 to Plaintiff's Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

5. **Undeliverable Notices.** If an Explanatory Letter is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall re-mail it to any forwarding address provided. If no forwarding address is available, the Settlement Administrator shall make reasonable efforts, including a skip trace, to obtain a new address within five (5) business days. If a new address is found, the Settlement Administrator shall re-mail the Explanatory Letter within five (5) business days. The address identified by the Settlement Administrator shall be presumed to be the best address for each Aggrieved Employee.
6. **Accounting.** As soon as practicable after the check cashing deadline, the Settlement Administrator shall provide the Parties with an accounting under oath of all amounts paid from the Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Non-Publicity.** The Parties agree that no Party shall issue any press release or other public statement regarding the Settlement, except as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel shall not initiate or have any contact with the press, respond to any press inquiry, or otherwise communicate with the press regarding this case.
2. **Successors.** This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, and successors.
3. **Governing Law.** This Settlement shall be construed under, and governed by, the laws of the State of California, without regard to choice of law principles. All questions concerning the validity, interpretation, or performance of any of its terms, or the rights and obligations of the Parties under this Settlement, shall be governed by California law. Any legal or equitable action necessary to enforce the terms of this Settlement shall be brought in the State of California, Orange County.
4. **Complete Agreement.** The Parties acknowledge and represent that no promise or representation not contained in this Settlement has been made to them, and that this Settlement contains the entire agreement between them concerning the subject matter herein. This Settlement cannot be amended or modified except by a written instrument signed by the Parties.
5. **Judgment and Continued Jurisdiction.** Upon approval of the Settlement, the Court shall retain continuing jurisdiction over the Action pursuant to California Code of Civil Procedure § 664.6 for purposes of: (i) interpreting and enforcing the terms of the Settlement; (ii) administering the Settlement; and (iii) addressing such post-judgment matters as may be appropriate under court rules or the terms of this Settlement.

6. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest or counsel.
7. **Authorization to Enter into Settlement.** Counsel for the Parties represent and warrant that they are expressly authorized by their respective clients to negotiate and enter into this Settlement and to execute all documents necessary to effectuate its terms. The Parties and their counsel shall cooperate in good faith and use their best efforts to implement the Settlement. If disagreement arises regarding the form or content of any document required to implement the Settlement, or any necessary supplemental provision, the Parties may seek the Court's assistance to resolve the issue.
8. **Execution and Counterparts.** This Settlement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned copies of the signature pages shall be deemed equivalent to originals, provided that counsel exchange original signed counterparts.
9. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable term shall be deemed amended to the extent necessary to permit its enforceability, consistent with the intent of the Parties as determined from the face of this Settlement.
10. **Waiver.** No waiver of any condition or covenant contained in this Settlement, or failure to exercise a right or remedy, shall constitute a waiver of any other condition, covenant, right, or remedy.
11. **Enforcement Action.** In the event that 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 agreement or to declare rights and/or obligations under this agreement, 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.
12. **Mutual Preparation.** The Parties acknowledge that they have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement shall not be construed more strictly against one Party on the basis that it was drafted by counsel for that Party.
13. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations preceding the execution of this Settlement, and that this Settlement has been executed with the consent and advice of counsel.
14. **Cooperation and Execution of Necessary Documents.** The Parties agree to cooperate in good faith and to execute all documents reasonably necessary to effectuate the terms of this Settlement. The Parties shall work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.

15. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and intend that this Settlement shall be fully enforceable and binding on all Parties. The Parties further agree that the Settlement shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might otherwise apply under federal or state law.

IN WITNESS THEREOF, the Parties acknowledge that they have read this Settlement, fully understand its terms and provisions, accept and agree to be bound by its terms, and hereby execute it voluntarily and with full understanding of its consequences.

PLAINTIFF

Dated: Aug 22, 2025


Laura Rodriguez (Aug 22, 2025 13:00:16 PDT)
Laura Rodriguez

KENNETH B. COOPER

Dated: _____

Kenneth B. Cooper

LILY COOPER

Dated: _____

Lily Cooper

COOPER MICROELECTRONICS, INC.

Dated: _____

By: _____
Its: _____

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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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IN WITNESS THEREOF, the Parties acknowledge that they have read this Settlement, fully understand its terms and provisions, accept and agree to be bound by its terms, and hereby execute it voluntarily and with full understanding of its consequences.

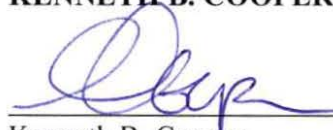
PLAINTIFF

Dated: _____

Laura Rodriguez

KENNETH B. COOPER

Dated: 8/22/2025



Kenneth B. Cooper

LILY COOPER

Dated: 8/22/2025



Lily Cooper

COOPER MICROELECTRONICS, INC.

Dated: 8/22/2025



By: KENNETH B. COOPER
Its: PRESIDENT

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO FORM ONLY:

Date: Aug 22, 2025

HAINES LAW GROUP, APC

By: 
Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiff

Date: _____

CALLAHAN & BLAINE, PC

By: _____
Michael J. Sach
Scott D. Nelson
Attorneys for Defendants

APPROVED AS TO FORM ONLY:

Date: _____

HAINES LAW GROUP, APC

By: _____

Fletcher W. Schmidt
Andrew J. Rowbotham
Attorneys for Plaintiff

Date: 8/22/2025

CALLAHAN & BLAINE, PC

By:  _____

Michael J. Sach
Scott D. Nelson
Attorneys for Defendants

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Laura Rodriguez v. Cooper Microelectronics, Inc.
Orange County Superior Court
Case No. 30-2022-01290173-CU-OE-CXC

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) approved the PAGA Settlement Agreement (“Settlement”) in the lawsuit filed by Laura Rodriguez (“Plaintiff”) on behalf of herself and all other aggrieved employees, including you.

In this lawsuit, Plaintiff sought to recover civil penalties for alleged violations of the California law known as the Private Attorneys General Act (“PAGA”). Plaintiff acted as a “private attorney general” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other employees of Defendants Cooper Microelectronics, Inc., Kenneth B. Cooper, and Lily Cooper (“Defendants”). Plaintiff alleged that Defendants were liable for civil penalties under PAGA because they failed to pay overtime and minimum wages, provide lawful meal periods and rest periods, reimburse necessary business expenses, issue accurate wage statements, and pay all wages due at separation.

The Court did ***not*** rule on Plaintiff’s claims. This Notice should not be understood as an expression of any opinion by the Court on the merits of Plaintiff’s claims. Defendants maintain that Plaintiff’s allegations lack merit and entered into this Settlement without admitting liability.

You are receiving this Notice because you are part of the group of employees referred to as “Aggrieved Employees.” This group includes all current and former non-exempt employees of Defendants who worked in California at any time between November 7, 2021, and [DATE OF PAGA SETTLEMENT APPROVAL] (the “PAGA Period”).

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Each Aggrieved Employee will receive a share of the Net Settlement Amount based on the proportionate number of pay periods worked during the PAGA Period. The 25% portion of the Net Settlement Amount allocated to Aggrieved Employees is multiplied by a fraction, the numerator of which is the total pay periods worked by the individual Aggrieved Employee during the PAGA Period, and the denominator of which is the total pay periods worked by all Aggrieved Employees during the PAGA Period.

Based on Defendants’ records, you worked [THIS EMPLOYEE’S PAY PERIODS] pay periods during the PAGA Period. The total pay periods worked by all Aggrieved Employees during the PAGA Period is [TOTAL PAY PERIODS]. The average PAGA Payment is \$256.34.

Based on these figures, your Individual PAGA Payment is \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

For tax purposes, your payment is classified as a civil penalty. **It is not wages and will not be reported on a W-2.** Instead, the Settlement Administrator will issue you an IRS Form 1099 for the amount of your payment. Neither Plaintiff, Defendants, nor their attorneys can provide tax advice. If you have questions about your personal tax obligations, you should consult a tax advisor.

III. RELEASE

On [PAGA APPROVAL DATE], the Court approved the Parties' Settlement Agreement. By operation of the Settlement's terms, all Aggrieved Employees, including Plaintiff, shall release and discharge Defendants, and their past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and their respective successors, predecessors, subsidiaries, affiliates, parents, and attorneys (collectively, the "Released Parties"), from all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the lawsuit titled *Laura Rodriguez v. Cooper Microelectronics, Inc.*, Orange County Superior Court Case No. 30-2022-01290173-CU-OE-CXC (the "Action") or Plaintiff's letter to the LWDA dated November 7, 2022, or which could have been pled based on the factual allegations therein, arising during the PAGA Period. This release covers only PAGA claims. Aggrieved Employees will not be releasing any underlying wage and hour claims through this Settlement. Aggrieved Employees will not be provided an opportunity to opt out of the PAGA Release.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, [SETTLEMENT ADMINISTRATOR NAME], at [ADMINISTRATOR INFO] with any questions.

Settlement checks expire one hundred eighty (180) days after issuance if not deposited or cashed. Any check not deposited or cashed within one hundred eighty (180) days of mailing will be transferred to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee. **If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.**

EXHIBIT 2

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

November 7, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Laura Rodriguez v. Cooper Microelectronics, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Laura Rodriguez in claims arising from her employment with Cooper Microelectronics, Inc. and Does 1 through 100 (“Defendants”). Ms. Rodriguez is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate an electronics components manufacturing facility specializing in the creation of circuit board design and quick turn prototypes. Ms. Rodriguez was employed by Defendants in the non-exempt position of “Welder” and “Assembler” from approximately February 2004 to approximately December 22, 2021. Ms. Rodriguez’s job duties consisted of welding circuit boards together and assembling Defendant’s products.

During Ms. Rodriguez’s employment with Defendants, Defendants did, and upon information and belief, still utilize a timekeeping system that resulted in Plaintiff and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Plaintiff and other aggrieved employees clocked in and out for work each day using Defendants’ timekeeping system that recorded the time to the minute. However, for payroll purposes, Defendant would manually adjust these timekeeping entries to match employees’ scheduled shift start and end times, even if they began work earlier, or ended work later than scheduled. On many occasions, Defendant would explicitly require employees to work beyond the scheduled end of their shift but would refuse to pay them for any hours worked after their shift was

scheduled to end. As a result of Defendants' timekeeping policies/practices, Plaintiff and other aggrieved employees were not paid all minimum and overtime wages owed to them.

Defendants failed to provide Ms. Rodriguez and other aggrieved employees with timely 30-minute meal periods commencing before the end of the fifth hour of work. Specifically, Defendants required Plaintiff and other aggrieved employees to begin work at 6:00 a.m. or earlier each day. However, Defendants' policies/practices were to have meal periods scheduled at 12:00 p.m. or later, well after the end of the fifth hour of work. Moreover, although Defendants regularly scheduled Plaintiff and other aggrieved employees for Saturday shifts from 5:00 a.m. to 2:00 p.m., Defendants failed to provide Plaintiff and other aggrieved employees with a meal period on such shifts. Defendants also failed to provide Plaintiff and other aggrieved employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Ms. Rodriguez and other aggrieved employees were also not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Defendants' unlawful rest period policies/practices. Specifically, Plaintiff was not authorized and permitted to take separate rest periods throughout the workday and was only authorized and permitted a single 20-minute rest period from 8:30 a.m. to 8:50 a.m., in violation of California law. *See Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027 (holding that in the context of an 8-hour shift with a single meal period, the preferred schedule requires the provision of a rest period in the middle of each "work period" before and after the meal break, and that "a departure from the preferred schedule is permissible only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would be imposed on the employer by implementing the preferred schedule."). Defendant also failed to provide Plaintiff and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

During their respective employments with Defendants, Ms. Rodriguez and other aggrieved employees were required to purchase items which were reasonable and necessary work expenditures, including but not limited to welder's masks, aprons, welding gloves, and grippers. Specifically, Defendants required Plaintiff and other aggrieved employees purchase their own welding materials which are essential for working at a microelectronics manufacturing facility and denied or otherwise did not reimburse Plaintiff and other aggrieved employees for the purchase of welder's masks, aprons, welding gloves, and grippers.

As a result of Defendants' failure to pay all minimum wages, overtime wages, and meal and rest period premium wages, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Rodriguez and other aggrieved employees and failed to pay all final wages owed to Ms. Rodriguez and other aggrieved employees upon their separation of employment. As described above, Defendants

committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”):

Overtime Wage Violations

Defendants were required to properly pay Ms. Rodriguez and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Ms. Rodriguez and other aggrieved employees to work overtime hours but did not compensate Ms. Rodriguez or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants’ failure to pay Ms. Rodriguez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Rodriguez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Rodriguez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As described above, Defendants also failed, and continue to fail, to authorize and permit Ms. Rodriguez and similarly aggrieved employees to take all required and compliant

rest periods. See Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Rodriguez and similarly aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to reimburse Ms. Rodriguez and other aggrieved employees for necessary work expenses, including the purchase of welder's masks, welder's gloves, aprons, and grippers. Defendants' policy of not providing reimbursement for necessary work-related expenses violates Wage Order 1, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify her or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Ms. Rodriguez and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Rodriguez and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Plaintiff and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Defendants failed to timely pay Ms. Rodriguez and other aggrieved employees all final wages due to them at the time of their separation which includes, among other things, unpaid overtime and minimum wages, and meal and rest period premium wages. Further, Ms. Rodriguez is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Ms. Rodriguez and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an “aggrieved employee,” Ms. Rodriguez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Rodriguez’s own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Ms. Rodriguez and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Rodriguez and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all meal periods as required by law and failing to pay meal period premiums to Ms. Rodriguez and similarly aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Rodriguez and similarly aggrieved employees to take all of their statutorily mandated, duty-free rest periods and failing to pay rest period premiums to Ms. Rodriguez and similarly aggrieved employees at these employees’ respective regular rates of pay for rest period violations;
- e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Rodriguez and other aggrieved employees for all work-related expenses incurred;
- f. Defendants violated Labor Code § 226 by failing to furnish Ms. Rodriguez and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Rodriguez and other aggrieved employees;
- h. Defendants violated Labor Code § 204 by failing to pay Ms. Rodriguez and other aggrieved employees and aggrieved employees all wages earned at least twice during each calendar month;
- i. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Rodriguez and aggrieved employees.

LWDA
November 7, 2022
Page 6 of 6

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read "F. W. Schmidt", is positioned above the printed name.

Fletcher W. Schmidt

cc: Cooper Microelectronics, Inc. c/o Kenneth Cooper, agent for service of process (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 11/08/2022

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8395 1548 78

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 11/07/2022

ORIGINAL INTENDED RECIPIENT:

COOPER MICROELECTRONICS INC

C/O: KENNETH COOPER

1671 REYNOLDS AVE

IRVINE CA 92614-5709

JR



Mailer: Haines Law Group

Date Produced: 11/14/2022

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8395 1548 78. Our records indicate that this item was delivered on 11/09/2022 at 02:23 p.m. in IRVINE, CA 92614. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, appearing to read "Wm R. H.", written over two lines.

Address of Recipient :

A handwritten address in black ink, appearing to read "16349/11", written on a single line.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

COOPER MICROELECTRONICS INC
C/O: KENNETH COOPER
1671 REYNOLDS AVE
IRVINE CA 92614-5709

Customer Reference Number: C3796772.22597733

Return Reference Number JR

EXHIBIT 4

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

Laura Rodriguez v. Cooper Microelectronics, Inc.
HLG Cost Records

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
10/31/2022	ALL	Postage for October, 2022.	1 6.57	6.57
	ALL	Copying cost for October, 2022.	18 0.25	4.50
11/7/2022	IDLC	One legal's fee for filing of: Complaint, civil case cover sheet, Summons issued and filed Order #: [REDACTED]	1 1,492.52	1,492.52
11/8/2022	IDLC	Filing fee for LWDA Order #: [REDACTED]	1 75.00	75.00
11/9/2022	IDLC	One legal's filing fee for: Notice of posting of jury fees Order #: [REDACTED]	1 169.61	169.61
11/30/2022	ALL	Postage for November, 2022.	1 13.62	13.62
	ALL	Copying cost for November, 2022.	14 0.25	3.50
12/31/2022	ALL	Postage for December, 2022.	1 3.21	3.21
	ALL	Copying cost for December, 2022.	42 0.25	10.50
1/12/2023	IDLC	One legal's fee for filing of: Amended complaint Order #: [REDACTED]	1 15.19	15.19

			<u>Qty/Price</u>	<u>Amount</u>
1/17/2023	IDLC	One legal's fee for filing of: Notice and acknowledgement of receipt - civil Order #: [REDACTED]	1 15.19	15.19
1/31/2023	ALL	Postage for January, 2023.	1 9.01	9.01
	ALL	Copying cost for January, 2023.	33 0.25	8.25
3/7/2023	IDLC	One legal's Filing and service fee for: Joint statement Order #: [REDACTED]	1 19.77	19.77
4/20/2023	IDLC	Mark S. Rudy mediation fees for November 30, 2023 mediation. Statement #: [REDACTED]	1 15,000.00	15,000.00
7/6/2023	IDLC	One legal's filing fee for: Stipulation and order, proposed stipulation and order Order #: [REDACTED]	1 40.36	40.36
10/31/2023	PKH	BRG Expert fee - Invoice # [REDACTED]	1 7,510.00	7,510.00
11/30/2023	ALL	Westlaw cost for November, 2023.	1 168.81	168.81
	PKH	BRG expert fee - Invoice # [REDACTED]	1 10,170.00	10,170.00
1/23/2024	ALL	One legal's Filing fee for: Amendment to complaint x2 Order #: [REDACTED]	1 17.71	17.71
1/31/2024	ALL	Copying cost for January, 2024.	3 0.25	0.75
2/7/2024	ALL	One Legal's filing fee for: Notice of ruling - complex Order #: [REDACTED]	1 17.71	17.71
2/26/2024	IDLC	Orange county's filing fee for: Minute order Confirmation #: [REDACTED]	1 7.50	7.50
2/29/2024	ALL	Postage for February, 2024.	1 11.00	11.00
	IDLC	Keith D. Messerschmidt Expert fee for professional services for the period 12/01/2023 through 01/31/2024.	1 2,957.50	2,957.50

			<u>Qty/Price</u>	<u>Amount</u>
2/29/2024	ALL	Copying cost for February, 2024.	129 0.25	32.25
3/18/2024	ALL	First legal's filing fee for: Notice and Acknowledgment of Receipt; Notice and Acknowledgment of Receipt Order #: [REDACTED] Direct E-filing Base charge + Additional charge	1 14.20	14.20
6/30/2024	ALL	Copying cost for June, 2024.	245 0.25	61.25
7/12/2024	ALL	First Legal Depo Transcript Cost for Depo of Kenneth Cooper on 6/28/24 - Invoice- [REDACTED]	1 2,848.20	2,848.20
7/30/2024	IDLC	First legal's filing fee for: Joint Stipulation to Continue Plaintiffs Deadline to File Motion for Class Certification; [Proposed] Order; Proof of Service; Joint Stipulation to Continue Plaintiffs Deadline to File Motion for Class Certification; [Proposed] Order. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 35.00	35.00
10/3/2024	VG	One Legal's Filing fee for: Request for Dismissal, Declaration - Other Order #: [REDACTED]	1 17.76	17.76
10/7/2024	VG	First Legal's filing fee for: Joint Status Conference Statement; Proof of Service Order #: [REDACTED] Direct E-Filing Base charge + Additional charges	1 14.20	14.20
11/30/2024	ML	Postage for November, 2024.	24 0.25	6.00
3/14/2025	ML	One Legal's Filing fee for Joint Statement Order #: [REDACTED]	1 19.82	19.82
7/3/2025	IO	One Legal's filing fee for: Joint Statement Order #: [REDACTED]	1 19.82	19.82
8/31/2025	ML	Copying cost for August, 2025.	1 0.25	0.25
Total additional charges				\$40,816.53

EXHIBIT 5

Laura Rodriguez v. Cooper Microelectronics, Inc.
HLG Billing Records

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
9/19/2022	FWS intake call with client	1.00 825.00/hr	825.00
10/25/2022	PKH Discuss new case with FWS.	0.60 925.00/hr	555.00
	FWS Discuss intake with PKH. research company and other cases	1.30 825.00/hr	1,072.50
11/3/2022	EM Draft complaint; emails to FWS re: complaint	2.10 425.00/hr	892.50
11/4/2022	EM Email to JR re complaint filing	0.10 425.00/hr	42.50
	FWS Revise complaint and emails to EM re same	0.70 825.00/hr	577.50
	JR Filing of complaint and emails to team re: filing	1.20 200.00/hr	240.00
11/7/2022	JR Filing and mailing of PAGA letter; emails to team re case assignment, peremptory challenge and filing of lwda letter	1.10 200.00/hr	220.00
	EM Emails to FWS and JR re draft LWDA letter	0.30 425.00/hr	127.50
	FWS Email to team re case assignment and paga letter; revise paga letter	0.30 825.00/hr	247.50
11/8/2022	FWS Emails to team re peremptory challenge	0.20 825.00/hr	165.00

			<u>Hrs/Rate</u>	<u>Amount</u>
12/13/2022	AJR	Review minute order re: isc. calendar dates	0.30 725.00/hr	217.50
12/16/2022	AJR	Review email from Scott Nelson re personnel file	0.10 725.00/hr	72.50
12/21/2022	AJR	Review email from Scott Nelson re NAR	0.10 725.00/hr	72.50
12/23/2022	AJR	Review email from Scott Nelson accepting service	0.10 725.00/hr	72.50
12/27/2022	JR	Emails to team and defense counsel regarding NAR	0.20 200.00/hr	40.00
1/5/2023	EM	Telephone call with client; email team re call	0.60 425.00/hr	255.00
	FWS	Email to team re call with client	0.10 825.00/hr	82.50
1/11/2023	AJR	Draft FAC	0.50 725.00/hr	362.50
	JR	Emails to team re FAC	0.10 200.00/hr	20.00
1/12/2023	JR	Filing of FAC; draft service email to defense, prep for mail service, emails to team re service of FAC	0.90 200.00/hr	180.00
1/16/2023	AJR	Review email from Elena Richards re signed NAR	0.10 725.00/hr	72.50
1/17/2023	JR	Filing of NAR	0.20 200.00/hr	40.00
1/27/2023	FWS	Email to team re supplemental LWDA letter allegations	0.10 825.00/hr	82.50
	EM	Email to team re supplemental LWDA letter	0.10 425.00/hr	42.50
	AJR	emails with scott re call scheduling, telephone call with scott to discuss case. wage statements amend LWDA letter. mediation	0.40 725.00/hr	290.00
1/30/2023	EM	Email to AJR re mediation wish list and supp lwda letter	0.20 425.00/hr	85.00

			<u>Hrs/Rate</u>	<u>Amount</u>
1/31/2023	JR	Filing of supplemental LWDA letter and emails to team re filing of supplemental LWDA letter	0.60 200.00/hr	120.00
2/16/2023	JR	Email to team re Defendant's Answer	0.10 200.00/hr	20.00
	AJR	revise mediation wishlist. review email from Scott Nelson re Mediation; review service email from Elena Richards re Defendant's Answer	1.00 725.00/hr	725.00
3/2/2023	AJR	Review email from Scott Nelson re client being agreeable to mediation	0.10 725.00/hr	72.50
3/6/2023	AJR	Revise joint report	0.30 725.00/hr	217.50
	EM	Emails to team re Joint Status Report. draft joint report	1.00 425.00/hr	425.00
3/7/2023	VC	Filing of JSR	0.50 200.00/hr	100.00
	JR	Email to team re JSR filing	0.10 200.00/hr	20.00
	VC	Email to team re filing of JSR	0.10 200.00/hr	20.00
	AJR	Review emails from Scott Nelson re JSR redlines and mediation	0.40 725.00/hr	290.00
3/9/2023	AJR	Review minute order re: CMC. calendar dates	0.20 725.00/hr	145.00
3/17/2023	AJR	Review email from Scott Nelson re mediators	0.10 725.00/hr	72.50
3/20/2023	JR	Research on mediator availability	0.30 200.00/hr	60.00
	JR	Emails to team re mediator availability	0.20 200.00/hr	40.00
3/21/2023	AJR	Review email from Scott Nelson re mediation	0.10 725.00/hr	72.50
4/4/2023	AJR	Review email from Scott Nelson re mediation	0.10 725.00/hr	72.50

			<u>Hrs/Rate</u>	<u>Amount</u>
4/5/2023	JR	Research on mediator availability and emails to AJR re Mark Rudy availability	0.40 200.00/hr	80.00
4/12/2023	AJR	Review email from Scott Nelson re mediation	0.10 725.00/hr	72.50
	JR	Emails to AJR re mediation booking	0.40 200.00/hr	80.00
4/20/2023	AJR	Review email from Mark Rudy re mediation and fees and email from Scott Nelson re phone call	0.20 725.00/hr	145.00
4/26/2023	AJR	Review emails from Scott Nelson re scheduling conflicts	0.10 725.00/hr	72.50
4/27/2023	FWS	Email to Scott Nelson re Mediation	0.10 825.00/hr	82.50
5/2/2023	FWS	Emails to Scott Nelson re Mediation	0.20 825.00/hr	165.00
6/28/2023	AJR	revise stip to continue CMC and review emails from Scott Nelson re Mediation	0.40 725.00/hr	290.00
	EM	Email to AJR re Stipulation, draft stip	0.80 425.00/hr	340.00
6/30/2023	AJR	Review service email from Defense	0.10 725.00/hr	72.50
	JR	Stipulation to Continue Hearing filing and emails to team re same	0.70 200.00/hr	140.00
7/6/2023	JR	Update to team re signed order	0.10 200.00/hr	20.00
8/15/2023	AJR	Review email from Scott Nelson re mediation docs	0.10 725.00/hr	72.50
9/13/2023	AJR	Review email from Scott Nelson re mediation docs	0.10 725.00/hr	72.50
9/21/2023	AJR	Review email from Scott Nelson re mediation docs	0.10 725.00/hr	72.50
10/2/2023	AJR	Review email from Scott Nelson re sharefile	0.10 725.00/hr	72.50

			<u>Hrs/Rate</u>	<u>Amount</u>
10/3/2023	AJR	review email from Scott Nelson re sharefile; review mediation docs. discussions with team. draft mediation analysis requests to expert	4.10 725.00/hr	2,972.50
10/4/2023	AJR	Review email from Mike DuMond re analysis	0.10 725.00/hr	72.50
10/5/2023	AJR	Review email from Mike DuMond re analysis	0.10 725.00/hr	72.50
10/6/2023	AJR	Review emails from Mike DuMond re analysis and link for document upload	0.30 725.00/hr	217.50
10/9/2023	AJR	Review emails from Mike DuMond re uploaded files	0.40 725.00/hr	290.00
10/31/2023	AJR	Review email from Scott Nelson re pay stub examples and mediation	0.20 725.00/hr	145.00
11/1/2023	AJR	Review emails from Scott Nelson re Mediation	0.50 725.00/hr	362.50
11/8/2023	AJR	Review email from Mike DuMond re analysis	0.10 725.00/hr	72.50
11/13/2023	AJR	Draft mediation brief	4.50 725.00/hr	3,262.50
11/14/2023	AJR	Review email from Mike DuMond containing final analysis; continue mediation brief	2.70 725.00/hr	1,957.50
11/16/2023	AJR	Review email from Scott Nelson re mediation brief	0.10 725.00/hr	72.50
11/17/2023	AJR	continue draft mediation brief	3.10 725.00/hr	2,247.50
11/20/2023	PKH	Review mediation brief	0.60 925.00/hr	555.00
	FWS	Review mediation brief and revise	3.50 825.00/hr	2,887.50
	AJR	Review email from Brooke Dinwiddie re additional rounding analysis and emails from FWS re mediation brief edits	1.00 725.00/hr	725.00
11/22/2023	AJR	Review emails from Scott Nelson re mediation brief	0.10 725.00/hr	72.50

			<u>Hrs/Rate</u>	<u>Amount</u>
11/23/2023	AJR	draft addendum for mediation brief	2.40 725.00/hr	1,740.00
11/27/2023	JR	Review email from Janet Clark re mediation information and confidentiality agreement; send to team for signatures	0.20 200.00/hr	40.00
11/28/2023	JR	Emails to janet re confidentiality agreement, contact info for mediation	0.40 200.00/hr	80.00
11/30/2023	AJR	Mediation	8.00 725.00/hr	5,800.00
	FWS	Mediation with Mark Rudy	8.00 825.00/hr	6,600.00
	SP	Mediation	8.00 550.00/hr	4,400.00
	PKH	Mediation with Mark Rudy	8.00 925.00/hr	7,400.00
12/4/2023	AJR	Email Keith Messerschmidt re financial records analysis request	0.10 725.00/hr	72.50
12/6/2023	AJR	Review email from Elena Richards containing def's financial documents; email Keith Messerschmidt re analysis	1.90 725.00/hr	1,377.50
12/8/2023	AJR	Review email from Keith Messerschmidt re analysis	0.10 725.00/hr	72.50
12/12/2023	AJR	Review emails from Keith Messerschmidt re analysis and conference call	0.20 725.00/hr	145.00
12/13/2023	FWS	Email to AJR re proposal extension	0.10 825.00/hr	82.50
	AJR	Telephone call with keith re: financials; email from mediator re proposal extension	1.60 725.00/hr	1,160.00
12/14/2023	AJR	Review email from Mark Rudy re mediator's proposal, review email from Scott Nelson re def's financials	0.20 725.00/hr	145.00
12/19/2023	AJR	Review email from Mark Rudy re proposal	0.10 725.00/hr	72.50
1/3/2024	AJR	Review email from Scott Nelson re def's financials	0.10 725.00/hr	72.50

			<u>Hrs/Rate</u>	<u>Amount</u>
1/11/2024	AJR	Review emails from Scott Nelson re phone call	0.10 725.00/hr	72.50
1/12/2024	AJR	Telephone call with defense re financials	0.40 725.00/hr	290.00
1/17/2024	FWS	Email to AJR re correspondence w Mark Rudy	0.10 825.00/hr	82.50
	AJR	Review emails from Mark Rudy re mediator's proposal	0.30 725.00/hr	217.50
1/18/2024	AJR	Draft doe amendments	0.30 725.00/hr	217.50
	JR	Emails to team re DOE Amendments, filing of amendments	0.80 200.00/hr	160.00
1/23/2024	JR	Email to team re conformed copies of DOE Amendments	0.10 200.00/hr	20.00
1/24/2024	AJR	Draft initial discovery. frogs rfas rfps srogs, notice of depo, belaire west notice	4.50 725.00/hr	3,262.50
1/25/2024	JR	Discovery service email	0.50 200.00/hr	100.00
	FWS	Review initial discovery	1.50 825.00/hr	1,237.50
1/29/2024	AJR	Review emails from Scott Nelson re JSR	0.20 725.00/hr	145.00
1/30/2024	AJR	Draft joint status report, emails from scott re JSR	0.70 725.00/hr	507.50
	VC	Emails to team re filing of JSR, service email to defense, filing of JSR	0.80 200.00/hr	160.00
2/2/2024	JR	Email to team containing CMC link	0.10 200.00/hr	20.00
2/5/2024	VC	Emails to AJR re Notice of Rulings	0.20 200.00/hr	40.00
	AJR	Court Appearance for CMC	0.50 725.00/hr	362.50

			<u>Hrs/Rate</u>	<u>Amount</u>
2/7/2024	AJR	Review email from Mark Rudy re status update	0.10 725.00/hr	72.50
2/13/2024	AJR	Review email from Scott Nelson re PMQ Depo	0.10 725.00/hr	72.50
3/8/2024	AJR	Review defs discovery responses	2.20 725.00/hr	1,595.00
3/18/2024	JR	Filing of NARs, email team re same	0.40 200.00/hr	80.00
3/19/2024	FWS	Email to AJR re status update for Mark Rudy	0.10 825.00/hr	82.50
3/20/2024	AJR	Review email from Scott Nelson re status update	0.10 725.00/hr	72.50
3/21/2024	AJR	Review emails from Scott Nelson re call	0.20 725.00/hr	145.00
3/28/2024	AJR	Review email from Scott Nelson re speaking with client	0.10 725.00/hr	72.50
4/3/2024	AJR	Telephone call with defense. meet and confer re discovery; emails with scott re same	1.20 725.00/hr	870.00
4/10/2024	AJR	Review emails from admins re Belaire-West notice	0.20 725.00/hr	145.00
4/12/2024	AJR	Review service email from Elena Richards re def's discovery responses	0.20 725.00/hr	145.00
4/17/2024	AJR	Review email from Scott Nelson re Belaire-West notice and discovery	0.10 725.00/hr	72.50
4/18/2024	AJR	Review email from Scott Nelson re Belaire-West notice	0.10 725.00/hr	72.50
4/19/2024	AJR	Review emails from admins re BW Notice	0.20 725.00/hr	145.00
4/29/2024	AJR	Review email from Madely Nava re class contact information	0.10 725.00/hr	72.50
4/30/2024	AJR	Review email from Scott Nelson re discovery and contact information	0.10 725.00/hr	72.50

			<u>Hrs/Rate</u>	<u>Amount</u>
5/6/2024	AJR	Review service email from Elena Richards re discovery responses	0.10 725.00/hr	72.50
5/7/2024	VC	Email to AJR re discovery responses and calendaring deadlines	0.20 200.00/hr	40.00
	AJR	Review email from Scott Nelson re contact information; review supp discovery responses	1.30 725.00/hr	942.50
5/8/2024	AJR	Review email from Madely Nava re Timeline and BW notice	0.30 725.00/hr	217.50
5/9/2024	VC	Discovery spreadsheet; email team re responses	2.10 200.00/hr	420.00
5/10/2024	AJR	Review emails from Madely Nava re mailing notices; emails with scott re contact info	0.40 725.00/hr	290.00
5/15/2024	AJR	Review email from Madely Nava re contact information	0.10 725.00/hr	72.50
5/16/2024	AJR	Review email from Scott Nelson re PMQ Depo	0.10 725.00/hr	72.50
5/21/2024	AJR	Review email from Madely Nava re contact information	0.10 725.00/hr	72.50
	JR	Emails to team re depo notice, court reporter booking for PMQ depo, service of depo notice	1.10 200.00/hr	220.00
6/5/2024	AJR	Review emails from Madely Nava re final report and contact information	0.50 725.00/hr	362.50
6/13/2024	AJR	Review email from Scott Nelson re phone call	0.10 725.00/hr	72.50
6/14/2024	AJR	Review email from Scott Nelson re phone call	0.10 725.00/hr	72.50
6/19/2024	AJR	Review email from Scott Nelson re extension	0.10 725.00/hr	72.50
6/20/2024	JR	Email to team re extension and calendaring	0.20 200.00/hr	40.00
6/21/2024	AJR	Review service email from Elena Richards containing objections	0.20 725.00/hr	145.00

			<u>Hrs/Rate</u>	<u>Amount</u>
6/24/2024	JR	Email to team re objections	0.10 200.00/hr	20.00
6/25/2024	FWS	Email to Scott Nelson re phone call	0.10 825.00/hr	82.50
	JR	Email to team re def's production	0.10 200.00/hr	20.00
	AJR	Review service email from Elena Richards re def's doc production	0.20 725.00/hr	145.00
6/26/2024	FWS	Review emails from Scott Nelson re phone call	0.30 825.00/hr	247.50
6/27/2024	VC	Emails to team re amended depo notice, service email	0.70 200.00/hr	140.00
	AJR	Review docket, docs for PMQ depo; emails to defense re doc production	4.80 725.00/hr	3,480.00
	FWS	Emails to Scott Nelson re deposition	0.20 825.00/hr	165.00
	JR	Emails to team re PMQ depo and def doc production	0.40 200.00/hr	80.00
6/28/2024	AJR	PMQ depo	5.50 725.00/hr	3,987.50
	SP	attend pmq depo	5.50 550.00/hr	3,025.00
7/8/2024	FWS	Email to Scott Nelson re phone call	0.10 825.00/hr	82.50
7/10/2024	JR	Email to AJR re depo transcript	0.10 200.00/hr	20.00
	FWS	Review email from Scott Nelson re phone call	0.10 825.00/hr	82.50
	AJR	Review email from First Legal re depo transcript	0.30 725.00/hr	217.50
7/12/2024	FWS	Email to Scott Nelson re phone call	0.10 825.00/hr	82.50

			<u>Hrs/Rate</u>	<u>Amount</u>
7/17/2024	AJR	Email to Scott Nelson re timekeeping and payroll records	0.10 725.00/hr	72.50
7/18/2024	AJR	Emails from Scott Nelson re records	0.20 725.00/hr	145.00
7/22/2024	AK	Email to AJR re joint stip to continue class cert deadline	0.10 500.00/hr	50.00
	AJR	Draft stip to continue cert deadline; emails to scott re phone call	1.50 725.00/hr	1,087.50
7/23/2024	AJR	Review email from Scott Nelson re phone call	0.10 725.00/hr	72.50
7/29/2024	AJR	Email to Scott Nelson re stipulation	0.10 725.00/hr	72.50
	AJR	Review email from Scott Nelson re stipulation	0.20 725.00/hr	145.00
7/30/2024	JR	Service email to defense counsel re joint stipulation	0.20 200.00/hr	40.00
	AJR	Emails to Scott Nelson re stipulation filing	0.20 725.00/hr	145.00
8/8/2024	AJR	Email to Scott Nelson re docs produced for mediation	0.10 725.00/hr	72.50
8/9/2024	JR	Emails to team re def's errata sheet	0.20 200.00/hr	40.00
	AJR	Review service email from Jodie Phan re Mr. Cooper's errata sheet	0.20 725.00/hr	145.00
8/14/2024	AJR	Email to Scott Nelson re phone call	0.10 725.00/hr	72.50
8/20/2024	AJR	Email to Scott Nelson following up	0.10 725.00/hr	72.50
8/21/2024	AJR	Review email from Scott Nelson re follow up	0.10 725.00/hr	72.50
8/22/2024	AJR	Email to Scott Nelson re phone call	0.10 725.00/hr	72.50

			<u>Hrs/Rate</u>	<u>Amount</u>
8/23/2024	JR	Email to team re def's doc production	0.10 200.00/hr	20.00
	AJR	Review service email from Jodie Phan re def's document production	0.30 725.00/hr	217.50
8/27/2024	AJR	Email to Scott Nelson following up	0.10 725.00/hr	72.50
8/29/2024	AJR	Emails to Scott Nelson re phone call	0.20 725.00/hr	145.00
8/30/2024	AJR	Review email from Scott Nelson re phone call	0.10 725.00/hr	72.50
9/5/2024	AJR	Email to Scott Nelson re phone call	0.10 725.00/hr	72.50
9/30/2024	JR	Service email re RFD	0.20 200.00/hr	40.00
	FWS	Review request for dismissal	0.30 825.00/hr	247.50
	AJR	Telephone call with class member	0.50 725.00/hr	362.50
	AJR	Draft request for dismissal of class claims	0.90 725.00/hr	652.50
	JR	Filing of Plaintiff's RFD	1.00 200.00/hr	200.00
10/4/2024	AJR	Draft joint status report	0.40 725.00/hr	290.00
10/7/2024	AJR	Emails to Scott Nelson re joint statement draft	0.20 725.00/hr	145.00
	JR	Filing of JSR, service email	0.60 200.00/hr	120.00
10/11/2024	JR	Email to AJR re remote appearance for status conference	0.20 200.00/hr	40.00
10/14/2024	AJR	status conference	0.50 725.00/hr	362.50

			<u>Hrs/Rate</u>	<u>Amount</u>
11/18/2024	AJR	Telephone call with former employee	0.40 725.00/hr	290.00
1/27/2025	AJR	Draft status report.	0.60 725.00/hr	435.00
1/28/2025	AK	Email to AJR re JSR	0.10 500.00/hr	50.00
1/29/2025	AJR	Emails from defense re JSR and call	0.60 725.00/hr	435.00
2/4/2025	JR	Email to Aden re remote appearance information for FSC	0.20 200.00/hr	40.00
2/5/2025	AK	Email to team re FSC summary	0.20 500.00/hr	100.00
	VC	Email to team re FSC and calendaring	0.20 200.00/hr	40.00
2/7/2025	AJR	Review service email from Elena Richards re discovery	0.30 725.00/hr	217.50
	JR	Discovery spreadsheet, email team re same	1.70 200.00/hr	340.00
2/12/2025	AK	Review def discovery requests	1.10 500.00/hr	550.00
2/21/2025	AJR	Review email from Scott Nelson re time records	0.20 725.00/hr	145.00
2/24/2025	AJR	Emails to Scott Nelson re time records	0.20 725.00/hr	145.00
2/25/2025	AJR	Email to Scott Nelson re phone call	0.10 725.00/hr	72.50
2/27/2025	AJR	Telephone call with defense re settlement; emails with scott re same	0.60 725.00/hr	435.00
3/3/2025	AJR	Emails with Scott Nelson re settlement	0.20 725.00/hr	145.00
3/5/2025	AJR	Review email from Scott Nelson re phone call and discovery extension	0.10 725.00/hr	72.50

		<u>Hrs/Rate</u>	<u>Amount</u>
3/11/2025	AK Email to AJR re JSR	0.10 500.00/hr	50.00
	AJR Emails to Scott Nelson re phone call, status report	0.30 725.00/hr	217.50
3/12/2025	AJR Draft status report; emails from defense re: settlement offer	0.60 725.00/hr	435.00
3/14/2025	AJR Review email from Scott Nelson re JSR	0.10 725.00/hr	72.50
	AK Emails to team re JSR	0.20 500.00/hr	100.00
	VC Emails to team re filing of JSR, file JSR, service email to defense	0.70 200.00/hr	140.00
3/31/2025	AK Emails to Scott Nelson re settlement and discovery extension	0.20 500.00/hr	100.00
4/1/2025	AK Draft long form paga agreement, notice; email ajr re same	4.10 500.00/hr	2,050.00
4/14/2025	AJR Review long form, revise, send to defense; emails to scott re same	1.70 725.00/hr	1,232.50
4/22/2025	AJR Email to Scott Nelson re follow up	0.10 725.00/hr	72.50
4/28/2025	AJR Revise long form; emails to scott re same	0.80 725.00/hr	580.00
4/30/2025	AJR Email to Scott Nelson re PAGA agreement and admin bids	0.10 725.00/hr	72.50
5/7/2025	AJR Email to Scott Nelson re follow up	0.10 725.00/hr	72.50
5/16/2025	AJR Email to Scott Nelson re follow up	0.10 725.00/hr	72.50
5/21/2025	AJR Email to Scott Nelson re follow up	0.10 725.00/hr	72.50
6/4/2025	AJR Email to Scott Nelson re follow up and status conference	0.10 725.00/hr	72.50

			<u>Hrs/Rate</u>	<u>Amount</u>
6/5/2025	AJR	Review email from Scott Nelson re escalator clause	0.10 725.00/hr	72.50
6/30/2025	AK	Email to AJR re JSR	0.10 500.00/hr	50.00
7/2/2025	AJR	Email to Scott Nelson re draft status report	0.10 725.00/hr	72.50
7/3/2025	AJR	Review email from Scott Nelson re status conference	0.10 725.00/hr	72.50
	AJR	Emails to Aden re status report	0.20 725.00/hr	145.00
	AK	Email to AJR re JSR, email team re filing	0.30 500.00/hr	150.00
	VC	Filing of JSR, email team re jsr, service email to defense	0.70 200.00/hr	140.00
7/11/2025	AK	Email to team re Status Conference	0.10 500.00/hr	50.00
	JR	Email to Aden re remote appearance information for status conference	0.20 200.00/hr	40.00
7/14/2025	JR	Email to team re status conference and calendaring	0.20 200.00/hr	40.00
	JR	Emails to team re Status Conference and calendaring	0.30 200.00/hr	60.00
	AJR	Email to Scott Nelson re phone call; email team re filing deadlines	0.20 725.00/hr	145.00
	AK	status conference hearing, email to team re same	0.70 500.00/hr	350.00
7/15/2025	AJR	Emails to Scott Nelson re phone call	0.30 725.00/hr	217.50
7/16/2025	AJR	Email to Scott Nelson re settlement agreement	0.10 725.00/hr	72.50
7/29/2025	AJR	Email to Scott Nelson re settlement agreement	0.10 725.00/hr	72.50

		<u>Hrs/Rate</u>	<u>Amount</u>
8/11/2025	AK Draft paga approval motion, declarations, proposed order, request admin decs	6.80 500.00/hr	3,400.00
8/12/2025	AJR Revise long form	0.20 725.00/hr	145.00
8/19/2025	AJR Review paga motion, revise	3.30 725.00/hr	2,392.50
8/21/2025	AJR Revise long form	0.20 725.00/hr	145.00
8/25/2025	AJR finalize paga notice	0.20 725.00/hr	145.00
8/26/2025	AJR Review billing records for paga approval motion	2.20 725.00/hr	1,595.00
8/27/2025	FWS Review billing records before paga approval filing	0.50 825.00/hr	412.50
For professional services rendered		167.90	\$106,612.50
Balance due			\$106,612.50

EXHIBIT 6

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 7



November 10, 2023
Client-Matter: [REDACTED]
Invoice #: [REDACTED]
Tax ID # 27-1451273

Via Email: phaines@haineslawgroup.com

RE: Rodriguez, v. Cooper Microelectronics, Inc.

Services Rendered Through October 31, 2023

Professional Services	\$ 7,510.00	USD
CURRENT CHARGES	\$ 7,510.00	USD

PAYMENT IS DUE BY December 10, 2023

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED]

Please remit wire/ACH payment to:

[REDACTED]

[REDACTED]

Please remit check payment to:

[REDACTED]

[REDACTED]

cc:
Nina Hernandez
Via Email: nhernandez@haineslawgroup.com>



To: Paul Haines, Esq.
c/o: Haines law Group
RE: Rodriguez, v. Cooper Microelectronics, Inc.

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through October 31, 2023

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	650.00	2.00	1,300.00
Senior Managing Consultant Brooke Dinwiddie	450.00	13.80	6,210.00
Total Professional Services		<u>15.80</u>	<u>7,510.00</u>



To: Paul Haines, Esq.
c/o: Haines law Group
RE: Rodriguez, v. Cooper Microelectronics, Inc.

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through October 31, 2023

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
10/09/23	Brooke Dinwiddie	Reviewed data.	0.80
10/09/23	Jon M. DuMond	Download, review data.	1.40
10/12/23	Brooke Dinwiddie	Loaded data.	0.40
10/13/23	Brooke Dinwiddie	Loaded data; prepared data.	2.10
10/16/23	Brooke Dinwiddie	Prepared data.	4.00
10/27/23	Brooke Dinwiddie	Prepared data.	2.30
10/30/23	Brooke Dinwiddie	Prepared data.	4.20
10/31/23	Jon M. DuMond	Case discussions.	0.60
Professional Services			15.80



Paul Haines, Esq.
Haines law Group
2155 Campus Drive
Suite 180
El Segundo, CA 90245

December 26, 2023
Client-Matter [REDACTED]
Invoice #: [REDACTED]
Tax ID # 27-1451273

Via Email: phaines@haineslawgroup.com

RE: Rodriguez, v. Cooper Microelectronics, Inc.

Services Rendered Through November 30, 2023

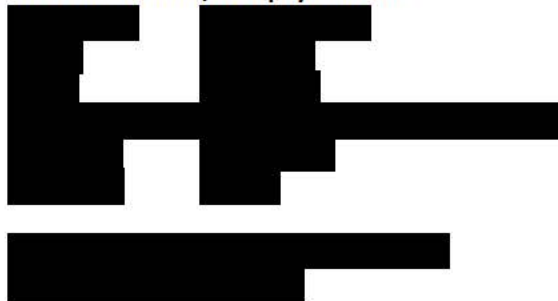
Professional Services	\$ 10,170.00	USD
CURRENT CHARGES	\$ 10,170.00	USD

PAYMENT IS DUE BY January 25, 2024

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED]



Please remit wire/ACH payment to:



Please remit check payment to:



cc:

Nina Hernandez

Via Email: nhernandez@haineslawgroup.com



To: Paul Haines, Esq.
c/o: Haines law Group
RE: Rodriguez, v. Cooper Microelectronics, Inc.

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through November 30, 2023

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	650.00	1.80	1,170.00
Senior Managing Consultant Brooke Dinwiddie	450.00	20.00	9,000.00
Total Professional Services		21.80	10,170.00



To: Paul Haines, Esq.
c/o: Haines law Group
RE: Rodriguez, v. Cooper Microelectronics, Inc.

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through November 30, 2023

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
11/08/23	Brooke Dinwiddie	Prepared data.	6.30
11/09/23	Brooke Dinwiddie	Prepared data.	2.30
11/12/23	Brooke Dinwiddie	Analyzed data.	1.60
11/13/23	Brooke Dinwiddie	Analyzed data.	4.70
11/14/23	Brooke Dinwiddie	Analyzed data.	1.50
11/14/23	Jon M. DuMond	Review data and analyses; case discussions.	1.80
11/20/23	Brooke Dinwiddie	Analyzed data.	3.60
Professional Services			21.80

Keith D. Messerschmidt

ENTERED IN TIMESLIPS

Date: 02/29/2024

Initials: JD

Case #: 2960

Client: Rodriguez, Laura

Telephone: [REDACTED]

E-mail: [REDACTED]

INVOICE

02/01/2024

CLIENT:

Haines Law Group, APC

c/o Andrew Rowbotham

2155 Campus Drive, Suite 180

El Segundo, CA 90245

Professional services for the period 12/01/23 through 01/31/24

<u>Client Number</u>	<u>Client</u>	<u>Case</u>	<u>Hours</u>	<u>Expenses</u>	<u>Total Billings</u>
[REDACTED]	Haines Law Group, APC	Rodriguez vs. Cooper Microelectronics, Inc.	9.70	\$ -	\$ 2,957.50
TOTAL			<u>9.70</u>		<u>\$ 2,957.50</u>

EXHIBIT 8

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

RECEIVED

JUN 19 2020

Filing Window

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy

FILED
Superior Court of California
County of Los Angeles

SEP 24 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy
Lori M. Greene

FAXED

HAINES LAW GROUP, APC
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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
and Aggrieved Employees

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

HELEN CATALINA VARGAS, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GRUMA CORPORATION, a Nevada
Corporation; and DOES 1 through 100,

Defendants.

Case No. BC707897

[Assigned for all purposes to the Carolyn B.
Kuhl, Dept. SSC-12]

~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARD

Date: July 21, 2020

Time: 1:45 p.m.

Dept.: SSC-12

Complaint Filed: June 5, 2018

Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 19 2020
I. LOVO

09/25/2020

CSK

Sept. 24, 2020 at 10:00 am

This matter came on regularly for hearing before this Court on July 21, 2020 at 1:45 p.m.

Having considered the parties' Stipulation for PAGA Settlement ("Settlement");¹ the documents and evidence presented in support thereof; and recognizing the outcome of Plaintiff's investigation of her claims and allegations, the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Allegedly Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties; and the absence of any objection or comment from the California Labor and Workforce Development Agency ("LWDA") after having received notice of the parties' Settlement and Plaintiff's motion; the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for PAGA Settlement Approval of Claims and ORDERS as follows:

1. The "Allegedly Aggrieved Employees" shall be defined as:
All individuals who worked for Defendant Gruma Corporation as nonexempt employees within the State of California at any time from June 11, 2017 through the date the Court Order granting approval of the PAGA Settlement Agreement.
2. The "PAGA Period" means June 11, 2017 through the date the Court Order granting approval of the Settlement.
3. The Court hereby approves the settlement set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.
4. The Court orders that Defendant Gruma Corporation ("Defendant") shall pay the Settlement Fund of \$1,917,500 to the Settlement Administrator within thirty (30) days after the Court's order granting final approval of the PAGA Settlement Agreement and is no longer subject to appeal.

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit A to the Declaration of Paul K. Haines submitted concurrently with the Motion for Approval of PAGA Settlement.

09/25/2020

1 5. The Court hereby approves, as to form and content, the explanatory Notice
2 submitted by the parties and included as Exhibit A to the Settlement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within fourteen (14) business days of the Effective Date, Defendant shall provide
6 the Settlement Administrator with a list containing the Allegedly Aggrieved Employees' names,
7 last known addresses, social security numbers, and dates of employment and/or number of pay
8 periods worked during the PAGA Period.

9 8. The Settlement Administrator is directed to mail the individual PAGA payments
10 and the Notice to the Allegedly Aggrieved Employees within five (5) business days after
11 Defendant provides the Settlement Fund to the Settlement Administrator.

12 9. The Court finds that attorneys' fees in the amount of \$639,166.67 for Plaintiff's
13 counsel, and reimbursement of litigation costs of \$29,396.60 to Plaintiff's counsel, are fair,
14 *in light of the benefit obtained for the state and the class* reasonable, and adequate, and orders the Settlement Administrator to distribute these payments
15 to Plaintiff's counsel as provided for in the Settlement.

16 10. The Court orders that Phoenix Settlement Administrators shall be paid \$11,000 for
17 all of its work done and to be done until the completion of this matter, and finds that sum
18 appropriate.

19 11. The Court finds that the Representative Plaintiff Service Award of \$5,000.00 to
20 Plaintiff Helen Catalina Vargas, is fair and reasonable in recognition of the unique contributions
21 she has made and the risks she undertook in representing the State of California and the LWDA
22 in this action, on behalf of the Allegedly Aggrieved Employees and the State, and orders that the
23 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement.

24 12. The Court finds that the distribution of the PAGA Fund to the LWDA and to
25 Allegedly Aggrieved Employees as provided for in the Settlement, is fair, adequate, and
26 reasonable, and orders that payment be made to the LWDA and Allegedly Aggrieved Employees
27 in accordance with the terms of the Settlement.

28 13. The court approves the scope of the release set forth in the Settlement. Following

1 entry of this Judgment and Order and upon the Effective Date, the State of California, Plaintiff
2 and Allegedly Aggrieved Employees, on behalf of themselves and each of their heirs,
3 representatives, successors, assigns, and attorneys, hereby release, and settle any and all claims
4 against the Released Parties for civil penalties they and the State of California may have under
5 the California Labor Code, Wage Orders, regulations, and/or any other provisions of state law
6 arising from allegations that the Allegedly Aggrieved Employees (including Plaintiff) suffered
7 California Labor Code Violations based on (1) non-compliant rest breaks, (2) non-compliant meal
8 periods, (3) non-compliant meal and rest period premium payments, (4) unpaid minimum and
9 overtime wages, (5) failure to pay all wages at the agreed-upon rate and/or without discount, (6)
10 untimely payment of earned wages during employment and at separation of employment, (7) non-
11 compliant wage statements, (8) failure to maintain complete and accurate records, and (9) any
12 other Labor Code violations that were alleged in the Complaint, or that could have been alleged
13 in the Complaint based on the facts alleged in the Complaint, which includes alleged violations
14 of Labor Code sections 201-204, 210, 221-223, 226, 226.3, 226.7, 510, 512, 516, 558, 1174,
15 1174.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (collectively, the "Released Claims").
16 "Released Parties" means Defendant and each and all of its present, former and future controlling
17 persons, parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit plans
18 sponsored by such companies, shareholders, owners, officers, directors, principals, employees,
19 agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions,
20 predecessors, successors, and assigns.

21 *This release in no way*
22 */// affects any claim an Allegedly Aggrieved*
23 */// Employee may have against the Released*
24 */// Parties for unpaid wages.*

25 *///*
26 *///*
27 *///*
28 *///*

Cik

14. Upon payment being made in accordance with paragraph 4 hereof,
Upon entry of this Final Order and Judgment and upon the Effective Date, the

Court permanently enjoins and forever bars the Plaintiff or the Allegedly Aggrieved Employees from instituting or prosecuting any of the "Released Claims" against the "Released Parties," which were fully and completely resolved as part of the Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

15. The Settlement Administrator shall make a final report confirming the final distribution of funds on or before Aug. 4, 2021. A Non-Appeal Case Review Re: Submission of the Final Report of Disbursement is scheduled for Aug. 11, 2021 at 4:30 a.m./p.m.

Cik

IT IS SO ORDERED.

Dated: Sept. 24, 2020 By: Carolyn B. Kuhl
Honorable Carolyn B. Kuhl
Judge of the Superior Court

09/25/2020

NOV 19 2018

HAINES LAW GROUP, APC
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phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Stacey M. Shim (SBN 305911)
sshim@haineslawgroup.com
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El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff Silva and Aggrieved Employees

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

JORGE GONZALEZ, individually and on
behalf of himself and other persons similarly
situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
corporation; and DOES 1 through 30,
inclusive,

Defendants.

LUIS SILVA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
Corporation, and DOES 1 through 100,

Defendants.

Case No. BC620115 (Lead Case)
Case No. BC622512

*[Assigned for all purposes to the Honorable
David S. Cunningham III, Dept. 37]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION EXPENSES**

Date: September 27, 2018
Time: 8:30 a.m.
Dept.: 37
Reservation ID: 180409304435

Complaint Filed [Lead Case]: May 10, 2016
FSC: October 22, 2018
Trial Date: October 30, 2018

NOVEMBER 19, 2018

This matter came on regularly for hearing before this Court on ~~September 27, 2018~~ at 8:30 a.m. Having considered the parties' Joint Stipulation of Settlement and Release ("Settlement Agreement" or "Settlement"),¹ the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code section 2699(1). Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Approval of Settlement of Claims and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as:

All persons who, at any time during the Settlement and Release Period were employed by Defendant in non-exempt hourly positions in the State of California who were provided with at least one wage statement.

2. "Defendant" means CitiStaff Solutions, Inc.

3. The "Settlement and Release Period" means from May 10, 2015 to September 12, 2016.

4. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

5. The Court orders that Defendant shall pay the Gross Settlement Amount of \$275,000.00 to the Settlement Administrator on the following schedule, as provided for in the Settlement Agreement: Payment 1: \$15,000.00, to be paid within five (5) business days from an Order from the Court approving this Settlement or June 1, 2018, whichever is later, representing Representative Plaintiffs' Enhancement Payments; Payment 2: \$12,146.04 to be paid on July 1, 2018 representing Aggrieved Employees' Counsel Costs; Payment 3: \$30,555.55 to be paid on August 1, 2018, representing the first 1/3 of the Aggrieved Employees' Counsel Fees; Payment 4: \$30,555.55 to be paid on October 1, 2018, representing the second 1/3 of the Aggrieved

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement.

1 Employees' Counsel Fees; Payment 5: \$30,555.55 to be paid on December 1, 2018,
2 representing the third 1/3 of the Aggrieved Employees' Counsel Fees; Payment 6: \$15,630.78
3 to be paid on January 1, 2019 representing the amounts distributable to the LWDA, Aggrieved
4 Employees and Settlement Administration Costs; Payments 7 through 18: \$12,777.78 to be
5 paid monthly, commencing on February 1, 2019 through December 1, 2019, to be paid on the
6 first date of each month, representing the amounts distributable to the LWDA, Aggrieved
7 Employees and Settlement Administration Costs.² See Settlement, § III.H.2.

8 6. The Court hereby approves, as to form and content, the Notice of Settlement submitted
9 by the parties.

10 7. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

11 8. Within fifteen (15) business days of settlement approval, CitiStaff will provide CPT
12 with a list containing the Aggrieved Employees' names, last known addresses, last known
13 telephone numbers, and social security numbers.

14 9. CPT Group, Inc. is directed to mail the individual settlement payments and Notice of
15 Settlement to the Aggrieved Employees within ten (10) days of receipt of the Defendant's final
16 payment of the Gross Settlement Amount.

17 10. The Court finds that attorneys' fees in the amount of \$91,666.66 for Plaintiffs' counsel,
18 and reimbursement of litigation costs of ~~\$12,147.00~~ ^{\$11,842.95} to Plaintiffs' counsel, are fair, reasonable,
19 and adequate, and orders that the Settlement Administrator distribute these payments to
20 Plaintiffs' Counsel as provided for in the Settlement Agreement.

21 11. The Court orders that the Settlement Administrator shall be paid up to \$65,000.00 for
22 all of its work done and to be done until the completion of this matter, and finds that sum
23 appropriate.

24 12. The Court finds that Representative Plaintiff Enhancement Payments of \$5,000.00 each
25 to Plaintiffs Jorge Gonzalez, Teresa Nieto, and Luis Silva for a total amount of \$15,000.00, is
26

27 ² The parties have agreed and this Court approves that to the extent that any of the payment
28 deadlines fall prior to the date that this Court issues its approval order, CitiStaff will make any
payments on the due dates with the Settlement Administrator holding the funds in escrow.

1 fair and reasonable in recognition of the unique contributions they have made and the risks they
2 undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
3 the Settlement Administrator distribute this payment to Plaintiffs as provided for in the
4 Settlement Agreement.

5 13. The Court finds that the amount of \$68,389.75, representing 75% of the \$91,186.34
6 allocated as PAGA penalties in this action, to be paid to the California Labor and Workforce
7 Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and
8 reasonable, and orders that payment be made to the LWDA in accordance with the terms of the
9 Settlement Agreement.

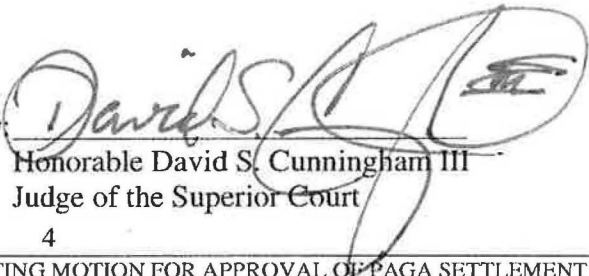
10 14. The court approves the limited scope of the release. Following entry of this Order and
11 Final Judgment, Representative Plaintiffs and Aggrieved Employees will have released all
12 Released Claims against Released Persons, meaning that PAGA civil penalties recoverable
13 under any theory of liability upon which such civil penalties under the PAGA could have been
14 recovered based upon the allegations in the operative Complaint, including specifically any and
15 all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts,
16 liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy
17 in law, equity, or whatever kind or nature that were asserted or could have been asserted
18 pursuant to Labor Code §§ 558 or 2698 et seq. for violation of Labor Code Section 226.

19 15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and
20 forever bars the Representative Plaintiffs, Aggrieved Employees' Counsel, or the Aggrieved
21 Employees from instituting or prosecuting any action against the Released Persons which was
22 resolved as part of the Settlement. Without affecting the finality of this Final Order and
23 Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.
24 Plaintiffs shall file a declaration confirming the final distribution of funds on or before

25 JANUARY 21, ²⁰²⁰~~2019~~.

26 **IT IS SO ORDERED.**

27 Dated: 11-19-2018

28 By: 
Honorable David S. Cunningham III
Judge of the Superior Court

**Superior Court of California
County of Los Angeles**

Shelley Pickett, *et al.*,

Plaintiff,

vs.

99 Cents Only Stores, *et al.*

Defendants.

Case **BC473038**

No.:

Tentative Ruling

FILED
Superior Court of California
County of Los Angeles
AUG 01 2017
By Sherri R. Carter, Executive Officer/Clerk
Steve Temblador, Deputy

Hearing Date: August 1, 2017

Department 54, Judge Ernest M. Hiroshige

Motion for Approval of Representative Action Settlement

Moving Party: Plaintiff/Cross-Defendant Shelley Pickett ("Pickett")

Responding Party: Defendant/Cross-Complainant 99 Cents Only Stores ("99 Cents Only") [non-opposition]

T/R: THE MOTION IS GRANTED.

PLAINTIFF TO NOTICE.

The Court considers the moving papers and Defendant/Cross-Complainant's notice of non-opposition.

Plaintiff moves for an order granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys general Act of 2004 ("PAGA"), Cal. Lab Code § 2698, *et seq.* Pursuant to the proposed settlement, the parties agree to the following terms: (1) 99 Cents Only will provide all of its cashiers in its California stores with suitable seating under Section 14(B) of Wage Order 7-2001, and to create, implement, and communicate pertinent policies to its cashiers regarding this change in policy; (2) \$75,000 to be paid to the California Workforce Development Agency; (3) \$12,500 to be paid to each of the two Plaintiffs; and (4) \$1,190,000 to be paid to Plaintiffs' Counsel for attorney fees and litigation costs. 99 Cents Only filed a statement of non-opposition. Based on the moving papers, the Court finds that the settlement is reasonable and meets the requirements of PAGA. Accordingly, the motion is GRANTED.

Date: August 1, 2017


Judge Ernest M. Hiroshige

08/03/2017

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Attorneys for Plaintiff
Rachael Buhl

(Additional counsel of record on next page)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

RACHAEL BUHL, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

SDX HOME CARE OPERATIONS, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

No. 19STCV23623

**~~[PROPOSED]~~ ORDER GRANTING
JOINT MOTION FOR APPROVAL OF
PAGA SETTLEMENT (Cal. Lab. Code
§ 2699(1)(2)) AND PLAINTIFF'S
MOTION FOR APPROVAL OF
REASONABLE ATTORNEYS' FEES
AND COSTS AND ENHANCEMENT
AWARD**

Date: July 29, 2020
Time: 8:30 a.m.
Dept.: 20, 111 North Hill St., 3rd Flr.,
Los Angeles, CA
Judge: Hon. David J. Cowan

Complaint filed: July 1, 2019
Trial date: None set

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5 Attorneys for Plaintiff
Rachael Buhl

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paulholton@paulhastings.com

11 Attorneys for Defendant
12 SDX Home Care Operations, LLC
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1 On July 29, 2020, a hearing was held on the joint motion of plaintiff Rachael Buhl and
2 defendant SDX Home Care Operations, LLC, for approval of the settlement of this action under
3 the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698 *et*
4 *seq.*, and on plaintiff’s motion for reasonable attorneys’ fees and costs and enhancement award.

5 The Court having read and considered the parties’ Settlement Agreement (the “Settlement
6 Agreement” or “Settlement”), the papers on the motions, the arguments of counsel, the parties’
7 joint supplemental brief in support of the joint motion, and the law, and recognizing the disputed
8 factual and legal issues involved in this case, the risks of further prosecution, the substantial
9 benefits to be received by the State of California and the alleged aggrieved employees pursuant to
10 the Settlement, the Court hereby makes a final ruling pursuant to California Labor Code section
11 2699(*l*) that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s
12 length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS the parties’ joint motion and plaintiff’s motion and HEREBY ORDERS as follows:

14 1. All terms used for purposes of this order, not otherwise defined, will have the same
15 meaning as given in the Settlement. A copy of the Settlement Agreement executed between the
16 Parties is attached as Exhibit A to this order.

17 2. Pursuant to PAGA, Cal. Lab. Code § 2699(*l*)(2), the California Labor and
18 Workforce Development Agency (the “LWDA”) has been given notice of the Settlement and the
19 joint motion for approval of the Settlement and plaintiff’s motion; on April 15, 2020, plaintiff
20 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement.
21 The Court finds and determines that this notice of the Settlement complied with the statutory
22 requirements of PAGA.

23 3. The Court confirms approval of the Settlement with respect to the following group
24 of individuals (“Settlement Group Members”):

25 All non-exempt employees employed by defendant SDX Home Care Operations,
26 LLC, in California as “Caregivers” or “Home Health Assistants” from April 24,
2018, through June 30, 2020.

27 ///

1 4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
2 Accordingly, the Court hereby approves the Settlement, and directs the parties to effectuate the
3 Settlement according to its terms.

4 5. The Court finds that the form of Letter Enclosing Settlement Share Checks (the
5 “Cover Letter”), attached as Exhibit A to the Settlement Agreement, fairly and adequately
6 describes the Action, the approved Settlement, and the manner in which Settlement Group
7 Members may ask questions regarding their Settlement Shares, and orders that the Cover Letter
8 be mailed via first-class U.S. mail to the Settlement Group Members in English and Spanish, along
9 with the Settlement Share checks.

10 6. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
11 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
12 are fair and reasonable.

13 7. Phoenix Settlement Administrators is appointed to act as the Settlement
14 Administrator, pursuant to the terms of the Settlement Agreement.

15 8. The Court finds that attorneys’ fees in the amount of 35% of the Total Settlement
16 Amount (\$280,000.00) for plaintiff’s counsel, and reimbursement of litigation costs of \$25,534.58
17 to plaintiff’s counsel are fair, reasonable, and adequate, and orders that the Settlement
18 Administrator distribute these payments to plaintiff’s counsel as provided for in the Settlement.

19 9. The Court orders that the Settlement Administrator shall be paid \$3,500.00 for all
20 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

21 10. The Court finds that a Representative Plaintiff’s Payment of \$5,000.00 to plaintiff
22 is fair and reasonable in recognition of the contributions she has made and the risks she undertook
23 on behalf of the Settlement Group Members and the State of California, and orders that the
24 Settlement Administrator distribute this payment to plaintiff as provided for in the Settlement.

25 11. The Court finds that the amount of \$364,474.06 (representing 75% of the PAGA
26 civil penalties under California Labor Code section 2699(i)) payable to the LWDA as provided
27 for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the
28 LWDA in accordance with the terms of the Settlement.

1 12. The Court authorizes the Settlement Administrator to calculate and pay the
2 Settlement Shares, in accordance with the terms of the Settlement, and to pay the LWDA Payment,
3 the Representative Plaintiff's Payment, and the Plaintiff's Counsel Fees and Expenses Payment at
4 the same time as the Settlement Shares.

5 13. Defendant is ordered to provide to the Settlement Administrator not later than 14
6 days after this order becomes Final the names, last known mailing addresses and telephone
7 numbers, Social Security numbers, and Covered Workweeks of all Settlement Group Members.
8 This information will not be disclosed to plaintiff or her counsel, and may be used solely for
9 purposes of administering the Settlement.

10 14. All payments due under the Settlement will be made pursuant to the Settlement.

11 15. If a Settlement Share check comes back to the Settlement Administrator as non-
12 deliverable, the Settlement Administrator will make reasonable efforts to find a current address
13 for the Settlement Group Member and re-mail the check.

14 16. If a Settlement Group Member fails to cash the check for his or her Settlement
15 Shares within 180 days after it is mailed to the Settlement Group Member (or, in the case where
16 the check was returned as non-deliverable, within 180 days after the initial mailing or within 90
17 days after it is mailed to the new address for the Settlement Group Member, whichever is later),
18 the Settlement Administrator will transfer the money represented by the check to the California
19 State Controller's Office Unclaimed Property Fund with an accounting of the amounts being
20 transferred.

21 17. The Court retains exclusive and continuing jurisdiction over this Action under
22 California Code of Civil Procedure section 664.6 for purposes of supervising, administering,
23 implementing, interpreting, and enforcing this order, as well as the Settlement Agreement.

24 18. Nothing in this order or the Settlement Agreement will be construed as an
25 admission or concession by any party, including an admission or concession that defendant bears
26 any liability to the Settlement Group Members or that they were owed the amounts being paid or
27 any amounts. The Settlement Agreement and this resulting order simply represent a compromise
28 of disputed allegations.

1 19. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
2 the date of this order.

3 20. Upon entry of this order, plaintiff and the Settlement Group Members will waive
4 and release all claims against the Released Parties that were pled or could have been pled under
5 PAGA under the California Labor Code, Wage Orders, regulations, and/or other provisions of law
6 alleged in the Action to have been violated with respect to herself and the Settlement Group
7 Members during the Covered Period.

8 21. Based on the foregoing, and in accordance with the Settlement Agreement, this
9 action is DISMISSED WITH PREJUDICE, each side to bear its own costs and attorneys' fees
10 except as provided by the Settlement Agreement.

11 IT IS SO ORDERED.

12 Dated: July 30, 2020.



A handwritten signature in black ink, appearing to read "David J. Cowan".

David J. Cowan
Judge of the Superior Court
David J. Cowan / Judge

13
14 Counsel for plaintiff is ordered to give notice.

09/19/2019

Sherri R. Carter, Executive Officer / Clerk of Court

By: O. Chavez Deputy

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Attorneys for Plaintiff

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

JORGE GUTIERREZ, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

SEIDNER & CO., INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: BC724132

*[Assigned for all purposes to the Hon. Holly
J. Fujie; Dept. 56]*

**[PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: September 16, 2019

Time: 8:30 a.m.

Dept.: 56

Reservation No.: 122557984660

Action Filed: October 3, 2018

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 16, 2019 at
2 8:30 a.m. Having considered the parties' Settlement Agreement, the documents and evidence
3 presented in support thereof, and recognizing the disputed factual and legal issues involved in
4 this case, the risks of further prosecution, the substantial benefits to be received by the State of
5 California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and
6 adequate nature of the settlement obtained as a result of good faith arm's-length negotiations
7 between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant
8 to Labor Code § 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
9 Motion for Approval of PAGA Settlement and Reasonable Attorneys' Fees, Costs, and
10 Enhancement Award and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former non-exempt employees of Defendant
13 in California from October 3, 2017, until the date that the
14 Court approves this settlement or September 16, 2019,
15 whichever comes earlier ("PAGA Period").

16 2. The Court hereby approves the Settlement as set forth in the Settlement
17 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
18 according to the terms of the Settlement Agreement.

19 3. The Court orders that Defendant Seidner & Co., Inc. shall deposit the Maximum
20 Settlement Amount of \$325,000.00 to the Settlement Administrator within fourteen (14) business
21 days of the Court's approval of the Settlement Agreement.

22 4. The Court hereby approves, as to form and content, the Notice of PAGA
23 Settlement and Release of Claims, submitted by the parties.

24 5. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

25 6. Within fourteen (14) business days of Court approval, Defendant Seidner & Co,
26 Inc. ("Seidner") will provide CPT with a list containing the Aggrieved Employees' full name,
27 last known mailing address, last known telephone number, start date(s) of employment, end
28 date(s) of employment, total pay periods worked, and Social Security numbers. The list will also
contain the total of all pay periods worked by Aggrieved Employees during the PAGA Period.

1 Within ten (10) business days of receipt of this information, the Settlement Administrator will
2 circulate to counsel for Plaintiff and Defendant an anonymized spreadsheet containing the
3 Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said
4 payments.

5 7. CPT Group, Inc. is directed to mail the individual settlement payments (which
6 will include the Aggrieved Employees' 25% share of civil penalties paid under Labor Code §
7 2699(i) and their share of civil penalties under Underpaid Wages and Civil Penalty) and Notice
8 of PAGA Settlement and Release of Claims to the Aggrieved Employees after approval of the
9 anonymized spreadsheet containing the individual settlement payments to each Aggrieved
10 Employee and the data used to calculate said payments from the parties.

11 8. The Court finds that attorneys' fees in the amount of \$108,333.33 for Plaintiff's
12 Counsel, and reimbursement of litigation costs of \$10,357.93 to Plaintiff's Counsel are fair,
13 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
14 to Plaintiff's Counsel as provided for in the Settlement Agreement.

15 9. The Court orders that the Settlement Administrator shall be paid \$7,750.00 for all
16 of its work done and to be done until the completion of this matter and finds that sum appropriate.

17 10. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
18 reasonable in recognition of the unique contributions he has made and the risks he undertook on
19 behalf of the Aggrieved Employees and the State of California, and orders that the Settlement
20 Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

21 11. The Court finds that the amount of \$15,000.00 (representing 75% of the
22 \$20,000.00 set aside for PAGA civil penalties under Labor Code § 2699(i)) shall to be paid to
23 the California Labor and Workforce Development Agency ("LWDA") as provided for by the
24 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
25 accordance with the terms of the Settlement Agreement.

26 12. The court approves the limited scope of the release. Following entry of this Order
27 and Final Judgment, all Aggrieved Employees will release Defendant Seidner & Co., Inc. and its
28 respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and

1 related entities, officers, directors, shareholders, employees, agents, servants, representatives,
2 members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities
3 with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated
4 companies, predecessors, successors and assigns, as well as their past or present officers,
5 directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees
6 (collectively, the "Released Parties") from any and all claims under PAGA that are pled in
7 Plaintiff's Complaint (including Labor Code § 558), or which could have been pled under the
8 PAGA based on the factual allegations in Plaintiff's Complaint, that arose during the PAGA
9 Period.

10 13. Upon entry of this Order and Judgment, the Court permanently enjoins and
11 forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action
12 against the Released Persons which was released as part of the Settlement Agreement. Without
13 affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction to
14 enforce the terms of the Settlement.

15 14. Plaintiff shall file a declaration confirming the final distribution of funds on or
16 before June 5, 2020.

17
18 **IT IS SO ORDERED.**

19 09/19/2019

20 Dated: _____



Holly J. Fujie

Holly J. Fujie / Judge

Honorable Holly J. Fujie
Judge of the Superior Court

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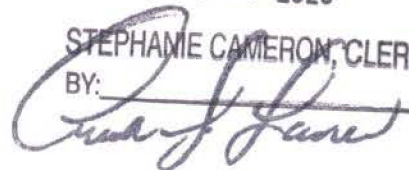
Attorneys for Plaintiff

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

AUG 07 2020

STEPHANIE CAMERON, CLERK

BY:



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

IRMA FERREYRA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALVAREZ HARVESTING, INC., a California
Corporation; SUNWEST FRUIT CO., INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. VCU276487

*[Assigned for all purposes to the Hon. Bret D.
Hillman, Dept. 7]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
RENEWED MOTION FOR
SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: July 21, 2020
Time: 8:30 a.m.
Dept: 7

Action Filed: December 3, 2018
Trial Date: None Set

FAXED



1
2 **[PROPOSED] JUDGMENT AND ORDER**

3 The Renewed Motion of Plaintiff Irma Ferreyra ("Plaintiff") for Settlement Approval of
4 Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs,
5 and Enhancement Award came on regularly for hearing before this Court on July 21, 2020 at 8:30
6 a.m. Having considered the Settlement Agreement entered into between Plaintiff and Defendants
7 Alvarez Harvesting, Inc. and Sunwest Fruit Co., Inc. (collectively, "Defendants") and the
8 documents and evidence presented in support thereof, and recognizing the disputed issues
9 involved in this case, the risks of further prosecution, the benefits to be received by the State of
10 California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby
11 makes a final ruling pursuant to Labor Code § 2699(l) that the proposed Settlement Agreement is
12 fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between
13 the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Renewed
14 Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act,
15 Reasonable Attorneys' Fees and Costs, and Enhancement Award, and HEREBY ORDERS THE
16 FOLLOWING:

17 1. The "Aggrieved Employees" shall be defined as:

18 All current and former non-exempt employees who received at least one wage
19 statement from Defendant Alvarez Harvesting, Inc. in California from September
20 27, 2017 through January 30, 2019.

21 2. The "PAGA Period" means the time period from September 27, 2017 through
22 January 30, 2019.

23 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
24 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
25 according to its terms.

26 4. The Court orders that Defendants shall pay the Maximum Settlement Amount of
27 \$240,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order
28 is entered, as provided for in the Settlement Agreement.

///

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims, attached as Exhibit A to the parties' Settlement Agreement,
3 which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and
4 Spanish along with the Individual Settlement Payments.

5 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
6 Administrator.

7 7. Within ten (10) business days of the date this Order is entered, Defendants will
8 provide the Settlement Administrator with a list containing the Aggrieved Employees' full name,
9 last known mailing address, last known telephone number, start date(s) of employment, end
10 date(s) of employment, total pay periods worked during the PAGA Period, and Social Security
11 numbers. The list will also contain the sum total of all pay periods worked by all Aggrieved
12 Employees during the PAGA Period.

13 8. The Settlement Administrator is directed to mail the Individual Settlement
14 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
15 Release of Claims to the Aggrieved Employees within two (2) business days after receiving
16 approval by counsel for the parties of the anonymized spreadsheet containing the Individual
17 Settlement Payment amounts for each Aggrieved Employee and the data used to calculate said
18 payments.

19 9. The Court finds that attorneys' fees in the amount of \$80,000.00 for Plaintiff's
20 Counsel, and reimbursement of litigation costs of \$3,946.58 to Plaintiff's Counsel are fair,
21 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
22 to Plaintiff's Counsel as provided for in the Settlement Agreement.

23 10. The Court orders that the Settlement Administrator shall be paid \$6,000.00 for all
24 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

25 11. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
26 reasonable in recognition of the contributions she has made and the risks she undertook on behalf
27 of the Aggrieved Employees and the State of California, as well as her general release of claims
28

1 against Defendants, including her underlying wage and hour claims, and orders that the
2 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
3 Agreement.

4 12. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency ("LWDA") in the amount of \$108,790.06 (representing 75% of the PAGA
6 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
7 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
8 the Settlement Agreement.

9 13. The court approves the limited scope of the PAGA Release contained in the
10 Settlement Agreement. Following entry of this Order and Final Judgment, all Aggrieved
11 Employees will release Defendants and Defendants' affiliated companies and their respective
12 parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without
13 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
14 present or future officers, directors and employees), predecessors, successors, and assigns
15 (collectively, the "Released Parties") from any and all PAGA claims that were pled in the Action,
16 or which could have been pled under the PAGA based on the factual allegations in the Action,
17 that arose during the PAGA period ("PAGA Released Claims").

18 14. Upon entry of this Final Order and Judgment, Plaintiff and the Aggrieved
19 Employees will release any and all PAGA Released Claims against the Released Parties, and will
20 be forever barred from pursuing any and all of the PAGA Released Claims against the Released
21 Parties. Without affecting the finality of this Final Order and Judgment in any way, the Court
22 retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms
23 of the Settlement Agreement.

24
25 **IT IS SO ORDERED.**

26
27 Dated: 8/7, 2020

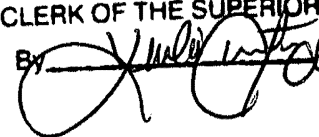


Honorable Bret D. Hillman
Judge of the Superior Court

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.

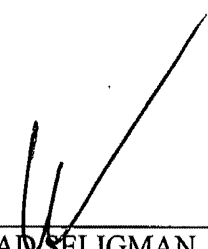
10 4. To the extent any settlement checks are uncashed by the deadline provided in
11 the Settlement, or in the event there any other undistributed settlement funds, such funds shall
12 be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with
13 Bus. & Prof. Code 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: 8/2/18


HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE**

MINUTE ORDER

DATE: 07/24/2018

TIME: 02:00:00 PM

DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown

CLERK: E. Brown

REPORTER/ERM: T. Huffman CSR# 13789

BAILIFF/COURT ATTENDANT: M. Oreschak, M. Meraz

CASE NO: **34-2017-00220347-CU-OE-GDS** CASE INIT.DATE: 10/10/2017

CASE TITLE: **Grace vs. Flowmaster Inc**

CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES

Theresa Mak, counsel, present for Defendant(s).

Jill Vecchi, counsel present for plaintiff, telephonically

Nature of Proceeding: Motion for Approval of Settlement

TENTATIVE RULING

Plaintiff Carrie Grace's unopposed motion for approval of settlement of claims brought pursuant to the Private Attorney General Act of 2004 ("PAGA") is granted.

Plaintiff seeks an order approving settlement of claims brought in this action on behalf of herself and all persons employed by Defendant Flowmaster, Inc. in non-exempt positions in its warehouses between August 7, 2016 and July 27, 2018 or the date the Court approves the settlement, whichever is earlier. The PAGA claims were premised on six alleged violations of Labor Code (e.g., failure to pay wages, failure to provide meal and rest breaks, failure to provide itemized wage statements). Approximately 323 employees suffered the alleged Labor Code violations during the relevant period. Plaintiff calculated Flowmaster's maximum potential exposure at approximately \$3,459,000 based on multiplying 5,765 pay periods by 6 PAGA violations by \$100. Flowmaster contends its exposure is limited to \$576,500. Flowmaster asserted numerous defenses including that the case could not be managed. The parties reached a settlement for \$750,000. The settlement includes attorneys' fees of \$247,500 (33% of the settlement), \$15,588.67 in costs, a \$10,000 service payment to Plaintiff, and up to \$5,000 in claims administration costs. The net settlement amount is \$471,911.33. 75% of that amount (\$353,933.50) will be distributed to the Labor and Workforce Development Agency [LWDA] and 25% (\$117,977.83) to the aggrieved employees based on the number of pay periods worked during the relevant time period.

Settlement of PAGA claims requires Court approval. Labor Code § 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action pursuant to this part." Thus, the settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute, which states that the "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." (See Labor Code § 2699(1)(2).) As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (See *In re TD Ameritrade Account Holder Litig.*, 2011 U.S. Dist. LEXIS 103222, 24 (N.D. Cal. Sept. 12, 2011).) Indeed, "the very essence of a

settlement is ... 'a yielding of absolutes and an abandoning of highest hopes'" [*Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624 (9th Cir., 1982)], as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (See *Id.*, at 625.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (See *Id.*)

Although the operative PAGA statute does not set forth the criteria on which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement under Fed. R. Civ. P. 23 ("Rule 23"), CCP. § 382 and Rule 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims encompassed within class action settlements using Rule 23 criteria. However, it is important to underscore that not all Rule 23 factors can be applied, as "a PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of Rule 23." (See *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302, 8 (E.D. Cal. Jan. 25, 2012); *Thomas v. Aetna Health of Cal. Inc.* 2011 U.S. Dist. LEXIS 59377 (E.D. Cal. June 2, 2011); *Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454 (E.D. Cal. June 30, 2010). Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process completely distinct from approval of a class action settlement under Rule 23 or CCP. § 382 and 15 Rule 3.769, Cal. Rules of Court.

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount which "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages" [*Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454, 11 (E.D. Cal. June 30, 2010)], and "[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (See *Ochoa-Hernandez v. CJADERS Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774, 12 (N.D. Cal. Apr. 2, 2010). Second, consistent with the fact that unnamed employees have no properly interest in a PAGA claim, "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (See *Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774, at 13.) Finally, unlike a class action settlement under Rule 23(e) or CCP. § 382, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" [*Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986], "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (See *Id.*, at 987.) Thus, the scope of a release in a PAGA settlement is necessarily strictly confined to the civil penalties alleged in the first amended complaint.

In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided is whether the Settlement is fair, adequate and reasonable. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based directly on the relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation. The settlement was the product of arms-length negotiations reached at mediation and was negotiated by counsel with significant experience in wage and hour litigation and occurred after counsel conducted significant investigation to evaluate the strength and potential value of the PAGA claims and risks of litigating through trial. (Turley Decl. ¶¶ 2-29) In addition, the settlement achieves a significant benefit given it results in a recovery of \$750,000 for the PAGA penalties. Further, the scope of the release is

narrowly tailored and is only limited to the civil penalties asserted in the action under PAGA, in conformity with *Arias, supra*, 46 Cal.4th at 987. In addition, Plaintiff submitted the proposed settlement to the Labor and Workforce Development Agency at the same time it was presented to the Court as required by Labor Code § 2699(l)(2). (Id. ¶ 18.) As a result, the Court finds that the instant settlement is fair, adequate and reasonable and it is approved.

In addition, the Court approves Plaintiff's Counsel's request for fees and costs. Counsel is entitled to recover attorneys' fees and costs under the "common fund" doctrine as a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (See *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.) In *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn. 19, the California Supreme Court upheld an attorneys' fee award based on a percentage of the common benefit obtained in a lawsuit by a city employees' association for retroactive wages. "When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases." (See *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 492 (E.D. Cal. 2010).) Plaintiff's Counsel's request for attorneys' fees in the amount of \$247,500 (33%) from the \$750,000 PAGA Settlement Sum falls well within the "zone of reasonableness." It is important to highlight at the outset that the fee amount presently sought is not extraordinary, but actually falls at the "average" fee deemed reasonable under California State court authority, as it is recognized that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million." (See, e.g. *Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. June 9, 2011). Moreover, taking into account the contingency risk Plaintiff's Counsel agreed to incur for the benefit of the State of California (which elected not to take the case after receiving the PAGA Notice), and the significant results achieved - facts which justify the requested fee - Plaintiff's Counsel's requested fee is reasonable under all applicable standards. In addition the \$15,588.67 in litigation costs are reasonable.

Further, the \$10,000 service payment to Plaintiff is appropriate. Case authority supports the award of incentive payments in private attorney general actions. A named plaintiff's "willingness to act as a private attorney general" can justify an award of an incentive payment. (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)

In addition, the \$5,000 in administration costs for Simpluris, Inc. to administer the settlement is reasonable.

The Court will sign the proposed order.

COURT RULING

The tentative ruling was affirmed as modified on the record.

CASE NAME: Resendez v. Bridgestone Retail Operations, LLC
CASE NO.: BC596892
HEARING DATE: 6/13/16
DEPARTMENT: 37
CALENDAR NO.: 9
TRIAL DATE: 2/14/17
NOTICE: OK
SUBJECT: Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
MOVING PARTY: Plaintiff Sophia P. Resendez, on behalf of herself and all others similarly situated
OPPOSING PARTY: None

FILED
Superior Court of California
County of Los Angeles

JUN 13 2016

Shérri A. Carter, Executive Officer/Clerk
By K. Mason Deputy
K. Mason

COURT'S TENTATIVE RULING

The unopposed motion is granted. Counsel for Plaintiff to give notice.

STATEMENT OF THE CASE

This is an action for civil penalties under the Private Attorneys General Act of 2004 (PAGA), which is codified in the Labor Code (Lab. Code, § 2698 et seq.). Defendant Bridgestone Retail Operations, LLC operates a chain of auto care and tire stores and employed Plaintiff Sophia P. Resendez from August 18, 2013 until May 14, 2015. Plaintiff alleges that Defendant failed to include its address on employee wage statements in violation of Labor Code section 226, subdivision (a)(8), and that Defendant paid meal period premiums to non-exempt employees pursuant to Labor Code section 226.7, thereby acknowledging that it had violated Labor Code section 512 regarding the provision of meal periods. Plaintiff filed suit on October 5, 2015, and the parties settled the matter during mediation with the Honorable Ronald M. Sabraw (Ret.) on February 25, 2016.

DISCUSSION

I. General Legal Principles Applicable to PAGA Settlements

A. The PAGA

Plaintiff moves the court to review and approve the civil penalties sought as part of the settlement of her PAGA claims. (Lab. Code, § 2699, subd. (f).) The PAGA is "a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986; *Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D.Cal. 2010) 2010 WL 1340777, at p. *4.) To incentivize employees to bring PAGA actions, the statute

06/15/2016

provides aggrieved employees 25 percent of the recovered civil penalties. (Lab. Code, § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (LWDA) "for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code]." (*Ibid.*)

B. Settlement Generally

In reviewing the terms of a settlement agreement, the court determines whether the settlement is fair, reasonable, and adequate to all concerned, and not the product of fraud, collusion, or overreaching. (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 581.) In the context of a class action settlement, the court considers various factors including whether (1) the settlement is the result of arm's length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Nordstrom*, at p. 581; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba*, at p. 250.)¹

II. Application of General Principles

A. Terms of the Settlement

The settlement provides for Defendant to pay a Gross Settlement Amount (GSA) of \$950,000. After deducting one-third of the GSA (\$316,666.66) for attorney fees, attorney costs (\$7,005.82), an enhancement award for Plaintiff (\$10,000), and settlement administration costs (\$30,000), the settlement provides for distribution of a PAGA penalty fund of no less than \$585,833.34, with no less than \$439,375 to be paid to the LWDA, and no less than \$146,458.34 to be paid to the aggrieved employees. The parties have agreed to use CPT Group, Inc. (CPT) as the third-party settlement administrator. In that capacity, CPT will attempt to notify the aggrieved employees based on information provided by Defendant and distribute payments to the

¹ As Plaintiff points out, a PAGA settlement is different from a class action settlement in at least two respects. First, in considering a PAGA settlement, the court considers whether the total settlement amount achieves the PAGA's objective. Civil penalties are not meant to compensate employees but to serve law enforcement purposes by deterring unlawful conduct. Second, because the PAGA does not create property or substantive rights, aggrieved employees represented by the PAGA representative need not be given notice of the PAGA claim and cannot "opt out" of such a claim. Notwithstanding these difference, the general principles applicable to class action settlements apply equally in this context.

employees.² Aggrieved employees will not be required to submit claim forms to participate, will automatically receive the share of the settlement, and will have 180 days to cash their settlement checks. The amount of any checks that are returned as undeliverable or not cashed within 180 days shall be tendered to a fund benefitting Defendant's employees with personal or family emergencies.

B. Analysis of the Civil Penalties

The settlement represents a compromise with respect to the strength of Plaintiff's claims and Defendant's defenses to those claims. For instance, while Plaintiff contends that Defendant violated Labor Code section 226 by failing to include its address on wage statements, she acknowledges that Labor Code section was amended shortly before she filed suit to permit employers to "cure" such a violation by providing compliant wage statements to affected employees. The parties dispute whether Defendant timely cured the defective wage statements. Similarly, while Plaintiff contends that Defendant violated Labor Code section 512, which obligates employers to provide meal periods, Defendant maintains that it provided employees an extra hour of pay as a "meal period premium" pursuant to Labor Code section 226.7. Although Plaintiff disagrees, it is Defendant's position that it should not be penalized twice for the same violation. After considering the parties' respective positions before and during mediation, Plaintiff calculated civil penalties of \$842,511 for the failure to include an address on wage statements and \$178,145 for the failure to provide meal periods. The GSA represents about 93 percent of Plaintiff's projected total recovery of \$1,020,656.

The parties arrived at the settlement amount with the benefit of informal discovery and experienced counsel. For instance, Defendant provided Plaintiff with payroll data and calculations for aggrieved employees, including the number of deficient wage statements and the number of pay periods in which meal period premiums were paid. Plaintiff's counsel is experienced in wage-and-hour class actions, who believes the settlement to be fair and adequate for all involved. In addition, the parties reached their agreement with the benefit of a neutral mediator. These circumstances demonstrate that the agreement represents an arm's length transaction untainted by fraud, collusion, or self-dealing. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Accordingly, for these reasons, the court determines that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

The PAGA contains a fee-shifting provision providing the prevailing party recovery of attorney fees and costs. (Lab. Code, § 2699, subd. (g).) Here, the one-third fee award is reasonable and consistent with fee awards in class action cases. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 ["Empirical studies show

² Plaintiff represents that based on the latest information, there are 3,002 persons who fall into the definition of "aggrieved employees" in this case. The estimated average payment for each aggrieved employee is \$48.23.

that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery' "). In addition, the GSA exceeds other PAGA awards that have been approved by courts in this state. (E.g., *Aguirre v. DSW, Inc.* (C.D.Cal. 2012) 2012 WL 11875296, at p. *3 [approving \$10,000 PAGA payment]; *Boyd v. Bank of America Corp.* (C.D.Cal. 2014) 2014 WL 6473804, at p. *8 [approving \$18,750 PAGA payment].) The success of the litigation and the experience of counsel in handling similar matters also favors an award of one-third of the recovery.

The reimbursement of costs of \$7,005.82 is also warranted. Plaintiff presents an itemization of costs, which consists of (1) copying, postage, and research costs; (2) mediation fees; (3) filing and jury fees; (4) CourtCall fees; and (5) parking and mileage. (Declaration of Paul K. Haines, Exh. F.) Similarly, Plaintiff demonstrates that the \$30,000 of administrative costs for CPT is reasonable and warranted. CPT is experienced as a settlement administrator (Declaration of Julie Green ¶¶ 4-7), and Plaintiff represents that the bid of \$30,000 was low and discounted. Accordingly, the attorney and administrative costs are approved as well.

D. Enhancement Award

Finally, Plaintiff's enhancement award of \$10,000 is reasonable. The purpose of such an award is to incentive aggrieved employees to undertake the risks associated with serving in a representative capacity. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 ["service payments" compensate named plaintiff "for their efforts in bringing the action"]; *Ingram v. The Coca-Cola Co.* (N.D.Ga. 2001) 200 F.R.D. 685, 694 ["Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation' "). Here, Plaintiff provided factual information and documentation to Plaintiff's counsel, assisted in identifying potential witnesses, and attended meetings with counsel. She estimates that she has spent at least 15 hours on these activities to help move the case forward. (Declaration of Sophia Resendez ¶ 5.) In addition, Plaintiff has agreed to a broader release of all known and unknown claims, including those that are not wage and hour related, subject to a waiver of Civil Code section 1542. Given Plaintiff's participation in the case and the broader waiver she has agreed to, the enhancement award is reasonable.

In sum, the settlement is fair, reasonable, and adequate for those concerned. The unopposed motion is granted.

06/15/2016