Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John 9SBN 304112)
Maria Halwadjian (SBN 358015)
LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

MICHAELA GOSLIN, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

DOMA TITLE OF CALIFORNIA, INC., a California limited liability company; DOMA HOLDINGS, INC., an unknown business entity; NORTH AMERICAN TITLE INSURANCE COMPANY, an unknown business entity; NORTH AMERICAN SERVICES, LLC, a California limited liability company; STATES TITLE HOLDING, INC., a Delaware corporation and DOES 1 through 100, inclusive,

Defendants.

Case No.: CGC-23-606609

Honorable Christine Van Aken
Department 301

DECLARATION OF BRIAN J. ST. JOHN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND LITIGATION COSTS, PAGA REPRESENTATIVE PAYMENT, AND SETTLEMENT ADMINISTRATION COSTS

[Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Litigation Costs, PAGA Representative Payment, and Settlement Administration Costs; Declaration of Plaintiff (Michaela Goslin); and [Proposed] Order Approving PAGA Settlement and [Proposed] Judgment filed concurrently herewith]

Date:	November 20, 2026
Time:	9:00 a.m.
Department:	301
Complaint Filed:	May 18, 2023
Trial Date:	None Set

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Michaela Goslin ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is a Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. He was admitted to practice law in California in 2004 and in Washington in 2026. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010 and in Washington in 2026. He is admitted to practice before all courts of the State of California and all United States District

Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), New York (since 2013), and Washington (since 2026), and is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, all U.S. District Courts in Washington, the U.S. District Court for the Southern District of New York, the U.S. District Court for the Eastern District of New York, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v.*

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

Superior Court (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to, working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She has been a speaker regarding topics in wage and hour law at the California Employment Lawyers Association's continuing legal education events.

6. Maria Halwadjian is a Member of Lawyers *for* Justice, PC. She received her Bachelor's degree from the University of California, Santa Barbara in 2019, and earned her Juris Doctor degree from the Southwestern Law School in 2024. She was admitted to practice law in California in November of 2024. From approximately May 2022 to approximately August 2022, she served as a Judicial Extern to the Honorable Andre Birotte Jr. at the United States District Court for the Central District of California. She is admitted to practice before all courts of the State of California and all federal district courts in the State of California. Since joining Lawyers *for* Justice, PC, she has worked on wage and hour class action and PAGA representative matters. Her work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances.

7. I am a member of Lawyers *for* Justice, PC. I received my Bachelor's degree from the University of California, San Diego in 2010 and earned my Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. I was admitted to practice law in California in 2015. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental plan.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

8. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification

of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential "Property Manager" position. On September 17, 2015, the court

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

granted plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ firm represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. On November 2, 2023, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

Case Number is 37-2016-00005578-CU-OE-CTL.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

nn) LFJ represented the plaintiff in a wage-and-hour class action against a

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast Number is CGC-20-582809.

THE LAWSUIT

9. Defendants DOMA Title of California, Inc., DOMA Holdings, Inc., North American Title Insurance Company, North American Services, LLC, and States Title Holding, Inc. (collectively, "Defendants") are headquartered in Arlington, Texas, operate in various states across the United States, and provide real estate technology services, such as title and escrow services. During the relevant time period, Defendants operated multiple locations in various states across the United States. Plaintiff Michaela Goslin is a former employee of Defendants.

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Michaela Goslin that was dated March 13, 2023 ("PAGA Notice"). The PAGA

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto as "**EXHIBIT 1**."

11. On May 18, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") against Defendants in the San Francisco County Superior Court ("Court"), Case No. CGC-23-606609 (the "Action"). Plaintiff's core allegation is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Covered Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

12. On October 3, 2023, Defendants filed an Answer to the Operative Complaint. Defendants maintained, and continue to maintain, that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

THE SETTLEMENT REACHED IN THE ACTION

13. Marked and attached hereto as "**EXHIBIT 2**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Michaela Goslin, for herself and on behalf of the State of California with respect to Covered Employees pursuant to the Private Attorneys General Act, and Defendants (Plaintiff and Defendants are together referred to as the "Parties"). The Parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Notice of Settlement") for mailing to Covered Employees when individual settlement

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

shares are distributed to them, in substantially the form attached as "EXHIBIT 4" to the Settlement Agreement. The Court is respectfully requested to approve the proposed Cover Letter.

14. The Settlement pertains to the following allegedly aggrieved employees: all current and former non-exempt employees who worked for Defendants during the PAGA Period ("Covered Employees"). The "PAGA Period" means the period between March 14, 2022, through the date of the Order Approving Settlement and Judgement. Based on information provided by Defendants, it is estimated that during the PAGA Period, there are approximately 516 Covered Employees who are credited with 10,155 Pay Periods.

15. The Settlement Agreement provides that the "Net Settlement Amount" will be the Gross Settlement Payment ($330,000.00) less the following amounts: (1) Attorneys' Fees and Litigation Costs in the amount of $115,500.00 for attorneys' fees and up to $15,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiff's Counsel"); (2) PAGA Representative Payment in the amount of $10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to $12,000.00 to Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator"). Plaintiff's Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of $9,285.80, and assuming that the requested Attorneys' Fees and Litigation Costs, PAGA Representative Payment, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately $183,214.20. The Net Settlement Amount will be distributed to the LWDA and the Covered Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $137,410.65, and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be $45,803.55, will be distributed to the Covered Employees on a *pro rata* basis, based on the number of pay periods worked during the PAGA Period ("Pay Periods"). The Parties have agreed to retain Phoenix Settlement Administrators to handle the administration of the Settlement, and the Court is respectfully requested to appoint Phoenix to

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

serve as the Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $12,000.00 and will be paid out of the Gross Settlement Payment, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

16. The effectiveness of Plaintiff's Counsel, Lawyers *for* Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Covered Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

17. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the Parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on August 8, 2024, conducted by Hon. Raul A. Ramirez (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. The Parties did not reach a settlement at the mediation; however, with the aid of the mediator's evaluation and continued negotiations, the Parties reached the Settlement described herein to resolve the Action. In the course of mediation and settlement discussions, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.

///

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

18. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of thousands of pages of information, documents, and data obtained from Plaintiff, Defendants, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendants (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One, and Two), and Form Interrogatories – General (Set One), Requests for Admission (Set One), and Demand for Site Inspection) and served notices of depositions of Defendants' Person Most Knowledgeable designees regarding organizational structure, wage and hour practices, and affirmative defenses, along with requests for production of documents. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment records; a 25% sampling of Covered Employees' time and pay data; multiple iterations of Defendants' Employee Handbook; various forms and agreements, (such as Intellectual Property Agreement, Mutual Arbitration Agreement, and Employee Privacy Acknowledgment); internal memoranda; and Defendants' operations and employment practices, policies, and procedures, among other documents. Counsel for the Parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendants' counsel regarding the pleadings, case management, discovery, arbitration, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendants' persons most knowledgeable designees; claims evaluation and analysis; preparing for and

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the Parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiff's claims, and Defendants' defenses, as well as facts discovered.

19. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

20. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties.

THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE OF POSSIBLE OUTCOMES

21. In order for Plaintiff to prevail on the PAGA claim, she would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found

that, for various reasons, the issues raised by Plaintiff raise individualized issues and/or are not suitable for adjudication as to a group of employees.

22. From the inception of this litigation, Defendants indicated that they would aggressively litigate this case and contended that they would ultimately succeed in the action. Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

23. Defendants also challenged Plaintiff's standing as an aggrieved employee and denied that any of their other employees whom Plaintiff seeks to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

24. Defendants pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

25. Further, Defendants also maintained that, in addition to their strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly established methodology for the valuation and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

26. Defendants also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors).

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

Defendants maintained, and continue to maintain, that they had and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, arguendo, such violations occurred, which Defendants deny, Defendants contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been notified that it is violating a Labor Code provision […], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Defendants argued that they would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendants contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendants denied and continue to deny that they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendants contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

27. Plaintiff's Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for $0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v. Wal-Mart Assocs*. (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of $7 million PAGA penalties requested, the court awarded $425,000); *Carrington v Starbucks Corp*. (2018) 30 Cal.App.5th 504, 517, 529 (of $75 million in penalties sought, the court affirmed the trial court's $150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to $5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of $456,133 sought, the court awarded $197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of $2,800,000 PAGA penalties requested, the court awarded $500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of $1,800,000 PAGA penalties requested, the court awarded $500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

28. Importantly, Defendants also contended that the claims of Plaintiff and other

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

Covered Employees are subject to enforceable agreements that included, *inter alia*, binding individual arbitration and class and collective action waiver provisions. Defendants contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Covered Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id*. at 693.

29. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

30. While Plaintiff disagrees with Defendants' contentions and maintains that its PAGA claim has merit, in reaching the settlement, Plaintiff and her counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

31. The Parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Covered Employees' employment with Defendants in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator Hon. Raul A. Ramirez (Ret.), who is highly experienced in mediation complex labor and employment matters. The Parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

THE VALUE OF THE PAGA CLAIM

32. To assist the Court in its review and consideration of the settlement reached in the above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

33. Plaintiff alleges that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Specifically, Plaintiff contends that Defendants required Plaintiff and aggrieved employees to perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled shifts and during meal periods, and to remain on premises during rest periods and perform work. Further, Plaintiff contends that Defendants failed to correctly calculate the regular rate of pay for purposes of paying overtime wages and meal and rest premiums and improperly deducted meal period time. Based on Plaintiff's Counsel's investigation, the key issues for the off-the-clock claims is that aggrieved employees were required to perform job duties, such as spending 10-20 minutes printing and organizing files to prepare them for signature, setting up conference rooms, brewing coffee for clients, and speaking with clients on the phone before clocking in. Aggrieved employees also were required to utilize a computer-based time-keeping system, which required aggrieved employees to spend a minimum of 5 minutes daily booting up their computers, opening the timekeeping application, navigating to the proper screen to clock in, clicking the correct button to "check in," entering detailed information, and then clicking on two more buttons before they could clock into their scheduled shifts. At times, Defendants' timekeeping system would malfunction, requiring Plaintiff and other aggrieved employees to spend approximately 5-10 minutes troubleshooting the system before clocking in. Plaintiff and other non-exempt employees were also regularly required to perform office-closing duties after clocking out, such as shutting down office equipment, securing files, turning off lights, and locking doors. Plaintiff's Counsel's investigation, the key issues for the meal and rest break claims is that aggrieved employees were required to stay on premises for meal and rest breaks, had time

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

automatically deducted for meal periods that they did not actually receive, and experienced missed, late, short, and interrupted meal and rest breaks due to having to perform job responsibilities and tasks. As a result, Plaintiff contends that Defendants did not pay Plaintiff and aggrieved employees all compensation due to them, that meal and rest periods were non-compliant, and that Defendants failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleges that Defendants intentionally and willfully failed to pay Plaintiff and aggrieved employees all wages due to them while they were employed by Defendants, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contends that, based on the violations described herein, the wage statements provided by Defendants and the payroll records kept by Defendants were inaccurate. Plaintiff contends that Defendants failed to reimburse Plaintiff and the other aggrieved employees for necessary business expenses for use of personal cell phones, use of personal vehicles, cost of professional photos for biography pictures, and cost of marketing and office supplies for work purposes.

34. Plaintiff's Counsel considered Defendants' arguments, e.g., that the employer's practices, policies, and procedures complied with the law and/or was subject to arbitration agreements, that Defendants correctly paid regular and overtime wages for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendants have a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiff's Counsel conducted a preliminary meal analysis, and it was observed that over 99% of shifts analyzed were eligible for a first or second daily meal period (of which 97.21% of shifts analyzed were shifts of a length that only entitled aggrieved employees to 1 daily meal period and over 1.81% of all shifts analyzed were of a length that

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

entitled aggrieved employees to 2 daily meal periods), and 9.30% had a recorded meal violation of some kind. Also, approximately 53.77% of meals analyzed were exactly 30 minutes or 60 minutes in duration. Plaintiff's Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, departments, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

35. Plaintiff's Counsel considered information obtained through investigations and from Plaintiff, Defendants, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

36. While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim as follows:

a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be $989,700.00 (516 initial violations x $50 + 9,639 subsequent violations x $100). A discount of 50% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $494,850.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $173,197.50), and a discount of 85% was applied to account for the risks

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $25,979.63).

b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be $1,979,400.00 (516 initial violations x $100 + 9,639 subsequent violations x $200). A discount of 50% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $989,700.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $269,910.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $29,691.00).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be $989,700.00 (516 initial violations x $50 + 9,639 subsequent violations x $100). A discount of 50% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $494,850.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $197,940.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $29,691.00).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be $987,700.00 (516 initial

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

violations x $50 + 9,639 subsequent violations x $100). A discount of 50% was applied to account for the risks associated Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $494,850.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $123,712.50), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $12,371.25).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendants, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendants failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that he and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

estimated to be $51,400.00 (514 violations x $100 civil penalties). A discount of 50% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $25,700.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $7,710.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $771.00).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be $9,768,000.00 (516 initial violations x $250 + 9,639 subsequent violations x $1,000). A discount of 50% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $4,884,000.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $976,800.00), and a discount of 95% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $48,840.00).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be $51,600.00 (516 aggrieved employees x $100.00). A discount of 50% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $25,800.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $7,740.00), and a discount of 85% was applied to

account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $1,161.00).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be $1,979,400.00 (516 initial violations x $100 + 9,639 subsequent violations x $200). A discount of 50% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $989,700.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $296,910.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $26,691.00).

37. Alternate Valuations (Per Capita Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately , if civil penalties were assessed on a per capita basis instead, for example, in the amount of $1,400.00 for each of 516 individuals, this would yield potential civil penalties in the amount of $722,400.00, and discounting that amount of civil penalties by 70% for risks associated Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $216,720.00.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

38. Alternate Valuations (Unstacked Basis): Another more conservative method of evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v. American Institute for Foreign Study, Inc*. (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default PAGA civil penalty of $100.00 per pay period is applied to each pay period. Here, there are approximately 10,155 pay periods in the relevant PAGA period, which would generate an unstacked PAGA exposure of $1,015,500.00, and discounting that amount of civil penalties by 60% for risks associated with Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $406,200.00.

39. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

40. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of $115,500.00, which represents approximately thirty-five percent (35%) of the Gross Settlement Payment. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

41. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **213.10 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Covered Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

42. The work performed in this particular case, the background of Lawyers *for* Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least $850 for work performed by Plaintiff's Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan*

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

(Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of $831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of $780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of $845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

43. The Settlement provides for reimbursement of litigation costs and expenses of up to $15,000.00. Plaintiff's Counsel seeks reimbursement of $9,285.80 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4**." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($15,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of $5,714.20 will be part of the Net Settlement Amount.

PAGA REPRESENTATIVE PAYMENT TO PLAINTIFF

44. The Settlement provides PAGA Representative Payment to Plaintiff in the total amount of $10,000.00 to be paid out of the Gross Settlement Payment, subject to approval by

the Court. The requested PAGA Representative Payment is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff have spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a PAGA Representative Payment, in addition any individual penalties payment they will receive as an aggrieved employee.

45. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 23rd day of October 2026, at Glendale, California.



Brian J. St. John

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale. California 91203

EXHIBIT 1

LAWYERS FOR JUSTICE, PC

March 13, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***DOMA TITLE OF CALIFORNIA, INC.; DOMA HOLDINGS, INC.; NORTH AMERICAN TITLE INSURANCE COMPANY; NORTH AMERICAN SERVICES, LLC; STATES TITLE HOLDING, INC.***

Dear Representative:

We have been retained to represent Michaela Goslin against Doma Title of California, Inc.; Doma Holdings, Inc.; North American Title Insurance Company; North American Services, LLC; States Title Holding, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Doma") for violations of California wage-and-hour laws. Ms. Goslin seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Goslin seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Doma employed Ms. Goslin as an hourly-paid, non-exempt employee from approximately August 2021 to approximately October 2022, in the State of California.

The "aggrieved employees" that Ms. Goslin may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Doma has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Doma required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Goslin and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Goslin and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Doma required Ms. Goslin and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Doma failed to pay Ms. Goslin and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Doma failed to pay Ms. Goslin and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Doma did not provide Ms. Goslin and other aggrieved employees with complete and accurate itemized wage

statements. The wage statements they received from Doma were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Goslin and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Goslin and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Goslin and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Goslin and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Goslin and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Doma failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Goslin and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

> The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated

> against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Doma failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Doma did not provide Ms. Goslin and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Doma failed to pay Ms. Goslin and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Goslin and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Doma failed to pay Ms. Goslin and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Goslin and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

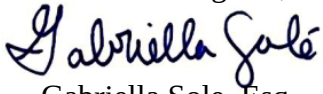
California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Goslin and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Doma. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, and the purchasing and maintenance of tools, equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Ms. Goslin seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

///

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Doma Title of California, Inc.
Doma Holdings, Inc.
North American Services, LLC
States Title Holding, Inc.
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd,
Glendale, CA 91203

North American Title Insurance Company
760 NW 107th Ave.,
Miami, FL 33172

EXHIBIT 2

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

PRIVATE ATTORNEYS GENERAL ACT

SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Settlement Agreement (hereinafter "Settlement," "Agreement," or "Settlement Agreement") is entered into by and between Plaintiff Michaela Goslin ("Plaintiff"), for herself and on behalf of the State of California with respect to all other allegedly aggrieved employees, on the one hand, and Defendants DOMA Title of California, Inc.; DOMA Holdings, Inc.; North American Title Insurance Company; North American Services, LLC; and States Title Holding, Inc. (collectively, "Defendants"), on the other hand. Plaintiff and Defendants may sometimes hereinafter be referred to singly as "Party" and collectively as "Parties."

This Settlement shall be binding on and inure to the benefit of Plaintiff, State of California, the Covered Employees (as defined below), and Released Parties (as defined below), subject to the terms and conditions hereof and the approval of the Court.

I. RECITALS

A. WHEREAS, Defendants are in the title and escrow business in California.

B. WHEREAS, Plaintiff was employed as a Junior Escrow Officer in Defendants' Campbell branch from August 2, 2021 to October 7, 2022.

C. WHEREAS, on or about March 14, 2023, Lawyers *for* Justice, PC ("Plaintiff's Counsel") submitted a letter on behalf of Plaintiff to the California Labor & Workforce Development Agency ("LWDA") and Defendants, to notify the LWDA and Defendants, pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-941649-23.

D. WHEREAS, on May 18, 2023, Plaintiff initiated an action against Defendants, entitled *Michaela Goslin v. DOMA Title of California, Inc., et al.*, San Francisco County Superior

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Court Case No. CGC-23-606609 (the "Action"), by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Complaint") asserting a single representative PAGA cause of action on behalf of the State of California with respect to all current and former non-exempt employees who worked for Defendants from March 14, 2022 onward, for recovery of civil penalties and other relief recoverable under PAGA based on alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, as follows: (1) failure to pay overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide complete and accurate wage statements; (8) failure to keep complete and accurate payroll records; and (9) failure to reimburse necessary business-related expenses and costs.

E. WHEREAS, on October 3, 2023, Defendants filed their Answer to Plaintiff's Complaint denying all of Plaintiff's material allegations in the Action, including the alleged appropriateness of the Action for representative treatment, and Defendants deny that they have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct.

F. WHEREAS, on August 8, 2024 and continuing thereafter, the Parties participated in a mediation before Hon. Raul A. Ramirez (Ret.). The Parties did not reach a settlement at the mediation; however, with the aid of the mediator's evaluation and continued negotiations, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

G. WHEREAS, the Parties understand, acknowledge and agree that the issues presented in the Action are likely only to be resolved through further extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. In reaching this Settlement, the Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

H. WHEREAS, the Parties understand, acknowledge and agree that this Settlement constitutes a compromise of disputed claims, and nothing in this Settlement is intended as or will

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

be construed or deemed an admission by Defendants that Plaintiff's claims in the Action have any merit or that Defendants have any liability to Plaintiff whatsoever.

THEREFORE, the Parties now wish to settle the claims between and among them which in any way arise out of, relate to or are the subject of the Action as follows.

II. TERMS AND CONDITIONS

1. Approval Pursuant to PAGA Statute and Effective Date.

This Agreement is conditioned on approval by the Court in the Action pursuant to Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. and shall be effective upon the date the Order Approving Settlement and Judgment on the terms herein are final ("Effective Date"). Unless otherwise specified, all citations and references to the PAGA Statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Litigation and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notice was submitted to the LWDA before June 19, 2024.

2. PAGA Period.

The time period covered by this Settlement shall be from March 14, 2022 through the date of the Order Approving Settlement and Judgment ("PAGA Period").

3. Representation Regarding Covered Employees.

Defendants represent that there are approximately 519 current and former non-exempt employees who worked for Defendants during the PAGA Period ("Covered Employees").

4. Gross Settlement Payment by Defendants.

Subject to the terms and conditions of this Agreement, including the release contained herein, Defendants shall pay the total sum of $330,000.00 ("Gross Settlement Payment"), inclusive of Plaintiff's Counsel's Attorney's Fees and Litigation Costs, Plaintiff's PAGA Representative Payment, and all Settlement Administration Costs. Defendants shall pay no more than $330,000.00 pursuant to this Agreement.

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

5. Attorney's Fees and Litigation Costs.

Plaintiff will request, and Defendants will not oppose, an award of attorney's fees to Plaintiff's Counsel Lawyers *for* Justice, PC in an amount not to exceed 35% percent of the Gross Settlement Payment, or $115,500.00 ("Attorneys' Fees"), together with reimbursement of litigation costs not to exceed $15,000.00 ("Litigation Costs") (collectively, "Attorneys' Fees and Litigation Costs"), as compensation in full for work performed and litigation costs incurred relating to the Action to date and all work remaining to be performed and litigation costs to be incurred in fully and finally resolving the Action as provided in this Settlement, including but not limited to securing final Court approval of the Settlement, preparation and filing of necessary pleadings, appearance at hearings, defending the Settlement in any appeal or other post-approval proceedings and cooperating with Defendants to ensure that the Settlement is properly and fairly administered. In the event the Court approves an award of less than the amount requested, the difference will be included in the Net Settlement Amount to be distributed as set forth herein.

6. PAGA Representative Payment.

Plaintiff will request, and Defendants will not oppose, a PAGA Representative Payment to Plaintiff in the amount of up to $10,000.00, subject to Court approval.

7. Net Settlement Amount.

The fund created by Defendants' $330,000.00 Gross Settlement Payment shall be used to pay the Attorney's Fees and Litigation Costs awarded by the Court to Plaintiff's Counsel, the PAGA Representative Payment awarded by the Court to Plaintiff, and all Settlement Administration Costs (not to exceed $12,000.00) awarded by the Court to the Settlement Administrator, and the remaining sum shall be the "Net Settlement Amount" for distribution, seventy-five percent (75%) to the California Labor & Workforce Development Agency ("LWDA") and twenty-five percent (25%) to the Covered Employees on a *pro rata* basis.

8. Release of Claims by the State of California and Covered Employees.

In consideration for the Gross Settlement Payment, the distribution of the Net Settlement Payment and the other covenants, promises and representations set forth in this Agreement, as of the Effective Date and full funding of the Gross Settlement Payment, Plaintiff, the State of

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

California with respect to Covered Employees, and the Covered Employees shall and do hereby release and forever discharge Defendants and their past, present and future agents, representatives, officers, directors, stockholders, exempt employees, owners, managing agents, parents, subsidiaries, partners, affiliates, attorneys, insurers, predecessors, successors, assigns and any and all persons or entities claiming by or through them (collectively, "Released Parties"), from any and all claims, demands, controversies, actions, causes of action, obligations, liabilities, liens, penalties, expenses, costs, attorney's fees and awards, known or unknown, relating to or arising under the Action, that were alleged or could have been alleged under PAGA, including but not limited to, for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2698, 2699, 2800 and 2802 and California Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001 and 5-2001; and California Code of Regulations related to the California Labor Code and Industrial Welfare Commission Wage Orders (collectively, "Released Claims").

9. Settlement Approval.

(a) The Parties will cooperate in seeking Court approval of the Settlement, including by drafting and filing a motion to approve the Settlement Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any additional pleadings reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement. Plaintiff's Counsel shall draft the motion to approve the Settlement Agreement and the pleadings in support thereof and provide the draft to Defendants' counsel for review and comment at least five (5) court days prior to filing with the Court.

(b) Plaintiff's Counsel shall be responsible for submitting the final executed Agreement and moving papers in support of Court approval to the LWDA upon filing with the Court pursuant to California Labor Code section 2699(*l*)(2), but in no event less than three (3) days after the motion to approve the Settlement Agreement, or application thereon, is filed. Plaintiff represents that she submitted a file-stamped copy of the Complaint to the LWDA pursuant to California Labor Code section 2699(*l*)(1).

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

(c) At any hearing on the motion to approve the Settlement Agreement, the Parties will jointly appear through counsel, support the granting of approval and submit a proposed Order Granting Approval and a proposed Judgment in the form attached hereto as Exhibit 1 and Exhibit 2, respectively.

(d) Plaintiff shall be responsible for submitting a copy of any order or judgment providing for or denying an award of civil penalties under PAGA, including any order and judgment approving this Settlement, to the LWDA within ten (10) days after entry of the Order Granting Approval and Judgment pursuant to California Labor Code section 2699(*s*)(3).

(e) If the Court does not grant approval of this Settlement and does not issue the Parties' proposed Order Granting Approval and Judgment under the specific terms requested, the Parties agree to meet and confer to address any concerns the Court raises and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns. The Parties agree to return to mediator Hon. Raul A. Ramirez (Ret.) to assist in that process.

(f) If the Court does not grant approval of the Settlement, and the Parties are not able to address any concerns the Court raises after meeting and conferring, then the Settlement will be null and void. However, a modification of amounts awarded to Plaintiff's Counsel as Attorney's Fees and Litigation Costs and to Plaintiff as a PAGA Representative Payment shall not be deemed a material modification of the Settlement.

10. No Right to Opt Out.

The Parties agree that there is no statutory right giving Covered Employees the option to "opt out" of the Settlement hereunder.

11. Settlement Administration.

(a) The Parties shall retain Phoenix Settlement Administrators to administer the Settlement ("Settlement Administrator"). As a condition of its retention, the Settlement Administrator will agree to be bound by this Settlement and any final Order Granting Approval or Judgment entered in the Action.

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

(b) Within seven (7) days of the Effective Date, the Settlement Administrator shall provide Defendants with wire transfer instructions.

(c) Within fourteen (14) days of receipt of the wire transfer instructions and Defendants' receipt of a completed form W-9, Defendants will wire the Gross Settlement Payment of $330,000.00 to the Settlement Administrator and will provide the Settlement Administrator with the following information for each of the Covered Employees (collectively, this information is referred to as the "Covered Employee Data List"): (i) first and last name; (ii) last known mailing address and telephone number; (iii) Social Security number; and (iv) payroll information sufficient to identify the total number of Pay Periods worked by all Covered Employees during the PAGA Period. "Pay Periods" means pay periods worked by a Covered Employee for Defendants in California during the PAGA Period as a Covered Employee. All information contained in Covered Employee Data List provided by Defendants to the Settlement Administrator shall remain confidential and will not be disclosed to any person except as reasonably necessary for the Settlement Administrator to carry out its duties, or pursuant to Defendants' express written authorization or by order of the Court in the Action. However, to the extent any and all issues or questions related to the Covered Employee Data List and/or Covered Employees arise, the Settlement Administrator shall copy counsel for both Parties on the communications.

(d) Within forty-five (45) days of receipt of the Gross Settlement Payment and Covered Employee Data List from Defendants, the Settlement Administrator shall commence disbursing the Gross Settlement Payment as follows:

(i) Attorneys' Fees (i.e., up to 35% of the Gross Settlement Payment, which is $115,500.00) and Litigation Costs (i.e., up to $15,000.00) awarded by the Court to Lawyers *for* Justice, PC, 450 North Brand Blvd., Suite 900, Glendale, California 91203.

(ii) PAGA Representative Payment (i.e., up to $10,000.00) as awarded by the Court to Plaintiff;

(iii) the Settlement Administration Costs (i.e., up to $12,000.00) awarded by the Court to Settlement Administrator.

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

(iv) Seventy-five percent (75%) of the remaining Net Settlement Amount to the California Labor & Workforce Development Agency ("LWDA"); and

(v) Twenty-five percent (25%) of the Net Settlement Amount to the Covered Employees. Each of the Covered Employees will receive a *pro rata* share of said sum based on a percentage derived by dividing the Covered Employee's individual total number of Pay Periods by the total number of Pay Periods of all Covered Employees.

(e) The Settlement Administrator will deliver a check representing payment of 75% of the Net Settlement Amount to the LWDA, together with a letter in the form attached hereto as Exhibit 3, by U.S. First Class Mail.

(f) The Settlement Administrator will deliver checks representing pro rata payments from the 25% of the Net Settlement Amount to Covered Employees, together with a Notice of Settlement in the form attached hereto as Exhibit 4, by U.S. First Class Mail (the mailing shall be referred to as "Settlement Package") to each of the Covered Employees at the last known address provided by Defendants, unless modified by any updated address information the Settlement Administrator obtains in the course of settlement administration. The Settlement Administrator will make reasonable efforts to mail all Settlement Packages within thirty (30) days of receipt from Defendants of the Gross Settlement Payment and Covered Employee Data List provided for herein.

(g) In the event that a Settlement Package is returned or non-deliverable within thirty (30) days of original mailing, the Settlement Administrator will make reasonable efforts to locate alternative address information through publicly available sources. Such reasonable steps shall include, at a minimum, tracking of all undelivered mail; performing address searches for all Settlement Packages returned or non-deliverable within thirty (30) days of original mailing without a forwarding address, and re-mailing the Settlement Package in the event a new address is found, to the new address that is found; and promptly re-mailing Settlement Packages returned or non-deliverable within thirty (30) days of original mailing with a forwarding address, to the forwarding address. The Settlement Administrator will maintain records sufficient to identify for all Settlement Packages, the date of mailing, the name and address of the payee and the date any Settlement Packages are returned as undeliverable.

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

(h) The Settlement Administrator will provide the Parties with periodic updates on the progress and status of its Settlement Package mailings and disbursement of payments on no less than a monthly basis, or at the Parties' request.

(i) In the event there remain any undeliverable and uncashed checks that were issued to Covered Employees after one hundred eighty (180) days, the Settlement Administrator will disburse the funds represented by those undeliverable and uncashed checks to the California State Controllers' Office Unclaimed Property Division in the name of the Covered Employee.

(j) The Parties shall jointly report the progress and status of the Settlement administration to the Court in the Action as ordered by the Court. Nevertheless, the Settlement Administrator shall report progress and status of the settlement administration to the Parties' counsel within ninety (90) days of the Effective Date and on a regular basis thereafter until complete.

12. Tax Treatment of Settlement Payment Distribution.

Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, PAGA Representative Payment, and the Net Settlement Amount will be paid to the LWDA and Covered Employees as described in paragraphs 5 through 7 above. With regard to the payments from the Net Settlement Amount to Covered Employees, the Settlement Administrator will issue an IRS Form 1099 to each payment recipient. Likewise, the Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for the payment of counsel's approved Attorney's Fees and Litigation Costs and to Plaintiff for the approved PAGA Representative Payment. The Parties understand, acknowledge and agree that Defendants have not provided Plaintiff or their counsel with legal advice regarding any federal, state and/or local tax obligations arising from any payments under this Agreement, neither Defendants nor their attorneys have made any representation concerning the tax consequences, if any, of such payments and Defendants are not responsible for the tax obligations, if any, arising from such payments.

13. Prohibition on Publicity.

Plaintiff represents and agrees that she has not and will not disclose or publish the existence of this Agreement through the press, media, websites, litigation reporting service or through any

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

other means, except as reasonably necessary to obtain Court approval, administer the terms of the Settlement, to enforce this Agreement, or comply with the PAGA statute (including and not limited to, providing information to the LWDA in connection with the Settlement). Plaintiff's Counsel represent and agree that they will not publicize with the news media, social media or through their website the existence or amount of this Settlement.

14. Warranty of Capacity to Execute Agreement.

Each person executing this Agreement represents and warrants that no other person or entity had, nor now has, any interest in any of the claims, demands, obligations, rights, title, interests, actions or causes of action of that Party referred to in this Settlement Agreement; that each Party has the sole right and exclusive authority to execute this Settlement Agreement and to receive the consideration specified herein on that Party's behalf; that execution, delivery, and performance of this Settlement Agreement and any related documents has been duly authorized by all necessary partnership, trust, corporate or governmental action of that Party; that each individual executing this Settlement Agreement and any related documents is authorized to so execute instruments of this nature on the Party's behalf; and that the Party has not sold, assigned, transferred, conveyed, hypothecated or otherwise disposed of any of the claims, demands, obligations, actions or causes of action of that Party referred to in this Settlement Agreement. Each person executing this Settlement Agreement hereby further agrees to indemnify, defend and hold harmless the other Parties to this Settlement Agreement for breach of any representation or warranty made in this paragraph.

15. Attorney's Fees and Costs.

Except as provided herein, each Party hereto shall bear its own attorney's fees and costs incurred in connection with the prosecution and defense of the Action and the negotiation and performance of this Settlement.

16. Entire Agreement.

This Agreement contains the entire agreement between the Parties concerning the Action and the Released Claims, and may not be amended, altered, modified, or otherwise changed except by a writing executed by all Parties hereto which expressly states that it is an amendment to this

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Agreement. All prior oral or written agreements, if any, are expressly superseded hereby and are of no further force and effect. In executing this Agreement, no Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or such Party's officer, agent, employee, representative or attorney), except as expressly stated in this Agreement.

17. Representation of Comprehension of Agreement.

In entering into this Agreement, the Parties represent that they have relied on the legal advice of their respective attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their respective attorneys, and further that the terms of this Agreement are fully understood and voluntarily accepted.

18. No Admission of Liability.

The Parties understand and acknowledge that this Agreement constitutes a compromise of disputed claims and is not an admission of wrongdoing or evidence of any liability or unlawful conduct of any kind by any Party.

19. Applicable Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

20. Execution.

This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile or .pdf signature, each of which shall be deemed an original.

21. Cooperation.

The Parties to this Agreement will cooperate in all manners necessary to effectuate the terms of this Agreement including, but not limited to, executing all documents consistent with the terms herein.

22. Interpretation.

This Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. Raul A. Ramirez (Ret.). In the event of vagueness,

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

ambiguity or uncertainty, this Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly.

23. Severability.

In the event that any immaterial portion of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the remaining portions shall not be adversely affected. Notwithstanding the foregoing, the release of Released Claims contained herein shall not be deemed severed or deleted from this Agreement except upon waiver in writing by Defendants.

24. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of any beneficiaries, executors, administrators, heirs, successors and assigns of each Party.

25. Miscellaneous

The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

IT IS SO AGREED:

Dated: 06/15/2026

Electronically Signed 2026-06-15 15:43:45 UTC - 166.205.87.138
Michaela Goslin
Nintex AssureSign® 097cac1b-bd3c-4696-a5aa-b464012b713

Michaela Goslin

DOMA TITLE OF CALIFORNIA, INC.

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Dated: 7/1/2026

DocuSigned by:
A649EE630F0F4C7...
By: Wendy Zorick
Its: Chief Operating Officer

DOMA HOLDINGS, INC.

Dated: 7/9/2026

Signed by:
E195EDBCAA33432...
By: Owen Girard
Its: Secretary

NORTH AMERICAN TITLE INSURANCE COMPANY

Dated: 7/9/2026

Signed by:
E195EDBCAA33432...
By: Owen Girard
Its: Secretary

NORTH AMERICAN SERVICES, LLC

Dated: 7/9/2026

Signed by:
E195EDBCAA33432...
By: Owen Girard
Its: Secretary

STATES TITLE HOLDING, INC.

Dated: 7/9/2026

Signed by:
E195EDBCAA33432...
By: Owen Girard
Its: Secretary

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, P.C.

Dated: June 15, 2026

Selena Matavosian
Maria Halwadjian
Attorneys for Plaintiff Michaela Goslin

STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Dated: July 9, 2026



Edward Egan Smith
Attorneys for Defendants

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

EXHIBIT 1

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Jeffrey H. Lowenthal (State Bar No. 111763)
Edward Egan Smith (State Bar No. 169792)
Jill K. Cohoe (State Bar No. 296844)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
esmith@steyerlaw.com
jcohoe@steyerlaw.com

Attorneys for Defendants
DOMA TITLE OF CALIFORNIA, INC., a California limited liability company; DOMA HOLDINGS, INC., an unknown business entity; NORTH AMERICAN TITLE INSURANCE COMPANY, an unknown business entity; NORTH AMERICAN SERVICES, LLC, a California limited liability company; and STATES TITLE HOLDING, INC., a Delaware corporation

[*Additional Counsel Listed on Following Page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

MICHAELA GOSLIN, individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, Plaintiff, v. DOMA TITLE OF CALIFORNIA, INC., a California limited liability company; DOMA HOLDINGS, INC., an unknown business entity; NORTH AMERICAN TITLE INSURANCE COMPANY, an unknown business entity; NORTH AMERICAN SERVICES, LLC, a California limited liability company; STATES TITLE HOLDING, INC., a Delaware corporation, and DOES 1 through 100, inclusive, Defendants.	Case No. CGC-23-606609 Honorable Anne-Christine Massullo Department: 610 **[PROPOSED] ORDER APPROVING PAGA SETTLEMENT** Action Filed: May 18, 2023 Trial Date: Not Assigned

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Selena Matavosian (SBN 348044)
Maria Halwadjian (SBN 358015)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff Michaela Goslin

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

ORDER

After reviewing the Private Attorneys General Act Settlement Agreement and Release between Plaintiff Michaela Goslin ("Plaintiff") on the one hand, and Defendants DOMA Title of California, Inc.; DOMA Holdings, Inc.; North American Title Insurance Company; North American Services, LLC; and States Title Holding, Inc. (collectively, "Defendants"), on the other hand (singly, "Party," and collectively, the "Parties"), the Parties' Private Attorneys General Act Settlement Agreement and Release ("Settlement") and all pleadings in support thereof, and good cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Court hereby grants the Parties' stipulation to settle Plaintiff's claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, et seq. ("PAGA").

2. All terms used for purposes of this Order, not otherwise defined, shall have the same meaning as given in the Settlement executed by and between the Parties on _____, 2025.

3. Pursuant to Labor Code section 2699(*l*)(2), (*l*)(4), the Labor & Workforce Development Agency ("LWDA") has been given notice of the Settlement. In particular, on the date the Parties filed the Private Attorneys General Act Settlement Agreement and Release with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's notice of the Settlement complied with the statutory requirements of PAGA.

4. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the "Covered Employees" means Plaintiff and all current and former non-exempt employees employed by Defendants at any time from March 14, 2022 through the Effective Date of the Settlement.

5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA Covered Employees, and over those persons and entities undertaking affirmative obligations under the Settlement.

6. The Court finds that the Settlement should be approved under Labor Code section

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

2699(*l*)(2). Accordingly, the Court hereby finally and unconditionally approves the Settlement.

7. The Court finds that each Covered Employee and the State of California releases the Released Parties from any and all PAGA penalties, pursuant to Labor Code section 2699 *et seq.* that: (1) arose or may be alleged to have arisen at any time from March 14, 2022 up to and including the Effective Date, and (2) are based on or arise from alleged violations of the following Labor Code provisions: 201, 202, 203, 204, 210, 218.5, 221, 222, 223, 224, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 233, 510, 512, 551, 552, 558, 1174, 1184, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800 and 2802; California Wage Orders, including Wage Orders 4, 5 and 17; and related California Code of Regulations, which arise from the facts alleged in the Complaint.

8. The Court finds that the Gross Settlement Payment, Net Settlement Amount, and the methodology used to calculate and pay each settlement share, in accordance with the Settlement, are approved under Labor Code section 2699(*l*)(2).

9. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement Payment in accordance with the terms of the Settlement.

10. Out of the Settlement Sum, the following shall be paid:

(a) $_____ will be paid to Plaintiff's counsel as attorney's fees;

(b) $_____ will be paid to Plaintiff's counsel to reimburse litigation costs;

(c) $_____ will be paid to a third party to administer the settlement;

(d) $_____ will be paid to Plaintiff Michaela Goslin;

(e) Of the remaining amount, the "Net Settlement Amount," seventy-five percent (75%) of that amount will be paid to the LWDA and twenty-five percent (25%) will be allocated to the Covered Employees pursuant to the methods set forth in the Settlement.

11. The Court directs the implementation of all remaining terms, conditions, and provisions of the Settlement.

12. The Settlement is not an admission by Defendants, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor any document referred to herein, or any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

liability whatsoever against Defendants. This Order shall not be deemed an "initial violation" under California Labor Code section 2699 *et seq*.

13. This Order dismisses with prejudice the Complaint on file in this Action and shall be binding on all Covered Employees and the State of California, who are hereby barred by the doctrine of res judicata from relitigating the claims released by the Settlement. The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the Settlement.

14. Nothing in the Settlement or this Order shall be construed as an admission or concession by any Party. The Settlement and this resulting Order simply represent a compromise of disputed allegations.

15. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) days of the date of this Order.

IT IS SO ORDERED.

DATED: _____

_____
Anne-Christine Massullo
Honorable Judge of the Superior Court

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

EXHIBIT 2

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Jeffrey H. Lowenthal (State Bar No. 111763)
Edward Egan Smith (State Bar No. 169792)
Jill K. Cohoe (State Bar No. 296844)
STEYER LOWENTHAL BOODROOKAS
ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
Telephone: (415) 421-3400
Facsimile: (415) 421-2234
E-mail: jlowenthal@steyerlaw.com
esmith@steyerlaw.com
jcohoe@steyerlaw.com

Attorneys for Defendants
DOMA TITLE OF CALIFORNIA, INC., a California limited liability company; DOMA HOLDINGS, INC., an unknown business entity; NORTH AMERICAN TITLE INSURANCE COMPANY, an unknown business entity; NORTH AMERICAN SERVICES, LLC, a California limited liability company; and STATES TITLE HOLDING, INC., a Delaware corporation

[*Additional Counsel Listed on Following Page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

MICHAELA GOSLIN, individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, Plaintiff, v. DOMA TITLE OF CALIFORNIA, INC., a California limited liability company; DOMA HOLDINGS, INC., an unknown business entity; NORTH AMERICAN TITLE INSURANCE COMPANY, an unknown business entity; NORTH AMERICAN SERVICES, LLC, a California limited liability company; STATES TITLE HOLDING, INC., a Delaware corporation, and DOES 1 through 100, inclusive, Defendants.	Case No. CGC-23-606609 Honorable Anne-Chrstine Massullo Department 610 **[PROPOSED] JUDGMENT PURSUANT TO PAGA SETTLEMENT** Action Filed: May 18, 2023 Trial Date: Not Assigned

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Selena Matavosian (SBN 348044)
Maria Halwadjian (SBN 358015)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff Michaela Goslin

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Pursuant to the Private Attorneys General Act Settlement Agreement between Plaintiff Michaela Goslin ("Plaintiff"), on the one hand, and Defendants DOMA Title of California, Inc.; DOMA Holdings, Inc.; North American Title Insurance Company; North American Services, LLC; and States Title Holding, Inc. (collectively, "Defendants"), on the other hand (singly, "Party," and collectively, the "Parties"), the Parties' Private Attorneys General Act Settlement Agreement and Release ("PAGA Settlement"); the Court's Order approving the PAGA Settlement; and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED and DECREED AS FOLLOWS:

1. Plaintiff, for herself and on behalf of all other putative similarly aggrieved employees of Defendants, on the one hand, and Defendants, on the other hand, shall comply with the terms and conditions of the PAGA Settlement and the Court's Order approving the PAGA Settlement.

2. The Complaint on file in the above-captioned Action is dismissed with prejudice.

3. Notwithstanding the dismissal of the Complaint with prejudice, this Court will retain exclusive and continuing jurisdiction over this action and the parties, including the Order Approving the PAGA Settlement, for the purpose of supervising, administering, implementing and enforcing the PAGA Settlement pursuant to Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

DATED: _____

_____
Anne-Christine Massullo
Honorable Judge of the Superior Court

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

EXHIBIT 3

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Mailing Date

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Michaela Goslin, et al. v. DOMA Title of California, Inc., et al.
San Francisco County Superior Court Case No. CGC-23-606609
(DIR PAGA Case Number _____)

On _____, 2026, the Court issued the enclosed Judgment approving the parties' settlement of all claims in the above-referenced action brought pursuant to the California Private Attorneys General Act, Labor Code sections 2698, et seq. ("PAGA").

The total settlement was $330,000.00. After accounting for the Court's award of attorney's fees and litigation costs to Plaintiff's counsel, enhancement payment to the representative Plaintiff, and the costs of settlement administration, the putative aggrieved employees and the California Labor & Workforce Development Agency ("LWDA") will receive $_____. As required by PAGA, the LWDA's seventy-five percent (75%) share of that net settlement amount is $_____. Enclosed is a check in that amount payable to the LWDA.

If you have any questions concerning this Settlement, please contact [CLAIMS ADMIN].

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

EXHIBIT 4

Docusign Envelope ID: 48A377CF-A4FE-8707-817D-C0F36EE9B0BD

Mailing Date

NOTICE OF SETTLEMENT AND RELEASE OF CLAIMS
Michaela Goslin, et al. v. DOMA Title of California, Inc., et al.
San Francisco Superior Court Case No. CGC-23-606609

[EMPLOYEE NAME, ADDRESS]

The San Francisco Superior Court has approved a Settlement in the above-captioned action filed by Michaela Goslin ("Plaintiff"), for herself and on behalf of all other putative similarly aggrieved employees of DOMA Title of California, Inc.; DOMA Holdings, Inc.; North American Title Insurance Company; North American Services, LLC; and States Title Holding, Inc. (collectively "Defendants"). In the lawsuit, Plaintiff claimed non-compliance with Labor Code requirements concerning calculation and payment of regular and premium wages, rest and meal break premium wages, and itemized wage statements. Plaintiff was solely seeking civil penalties on behalf of the California Labor & Workforce Development Agency (the "LWDA") and other aggrieved employees under the Private Attorneys General Act ("PAGA"). The Doma Entities denied the claims.

The Court has not made a determination about Plaintiff's claims. This Notice should not be understood as expressing any opinion by the Court on the merits of the claims. Defendants maintain that they at all times complied with California law and entered into this Settlement solely to avoid the cost and disruption of litigation.

You are receiving this Notice because you are in the group of employees covered by the Settlement ("Covered Employees"), which includes all current and former non-exempt employees who worked for one or more of the Doma Entities from March 14, 2022 through the Effective Date of _____ (the "Covered Period").

After accounting for attorney's fees and litigation costs of Plaintiff's attorneys and the cost of Settlement administration, the enhancement payment to the representative Plaintiff, the State and Covered Employees share in the in the remaining settlement, seventy-five percent (75%) payable to the LWDA and twenty-five percent (25%) payable to Covered Employees. Your share of the amount allocated to Covered Employees was determined by dividing the number of pay periods you worked by the total number of pay periods worked by all Covered Employees during the Covered Period. Enclosed is a check in the amount of $_____, which represents your payment. Your check will be null and void 180 days after the date of issuance if not cashed or deposited.

As a result of the Settlement approved by the Court and the payments received under the Settlement, all Covered Employees have released the Defendants from any and all claims under PAGA which may have arisen during the Covered Period.

You are not required to take any action concerning this Notice. However, if you have any questions, you may contact [CLAIMS ADMIN].

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

EXHIBIT 3

MICHAELA GOSLIN V. DOMA TITLE OF CALIFORNIA, INC, ET AL.
San Francisco County Superior Court Case No. CGC-23-606609

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS *FOR* JUSTICE, PC
Investigation and Research / Due Diligence	
Meet, Communicate, and/or Review Communication with Plaintiff Michaela Goslin ("Plaintiff")	14.50
Investigate, Communicate with, Interview, and/or Review Communication with Aggrieved Employees and/or Percipient Witnesses	4.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff's Private Attorneys General Act ("PAGA") Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on May 18, 2023)	7.50
Review Court's Notice to Plaintiff (filed on May 18, 2023)	0.30
Meet and Confer with Defendants Doma Title of California, Inc., Doma Holdings, Inc., North American Title Insurance Company, North American Services, LLC, and States Title Holding, Inc. (collectively, "Defendants") Counsel, and Draft, Review, and/or Revise Stipulation and [Proposed] Order to Permit Defendants an Extension of Time to File a Responsive Pleading (submitted on July 12, 2023)	1.50
Review Court's Order to Permit Defendants an Extension of Time to File a Responsive Pleading to 9-29-23 (filed on July 19, 2023)	0.20
Review Defendants' Notice of Entry of Judgment or Order (filed on July 21, 2023)	0.10
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed on September 25, 2023)	0.70
Review Defendants' Case Management Statement (served on September 26, 2023)	0.20

Review and Analyze Defendants' Answer (served on October 3, 2023), and Research Affirmative Defenses in Defendants' Answer	1.10
Review Court's Order Continuing Case Management Conference (filed on October 5, 2023)	0.10
Review Defendants' Case Management Statement (served on March 26, 2024)	0.20
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed on April 2, 2024)	0.70
Review Court's Order Continuing Case Management Conference (filed on April 4, 2024)	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Entry of Judgment or Order (filed on April 9, 2024)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Stipulation to Extend Five Year Deadline Under Code of Civil Procedure Section 583.310; [Proposed] Order (submitted on May 31, 2024)	1.10
Review Defendants' Case Management Statement (served on October 1, 2024)	0.30
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed on October 1, 2024)	0.70
Review Court's Case Management Order and Notice of Time and Place of Trial and Trial Related Orders (filed on October 2, 2024)	0.40
Draft, Review, and/or Revise Plaintiff's Notice of Settlement of Entire Case (filed on November 18, 2024)	0.60
Draft, Review, and/or Revise Plaintiff's Notice of Change of Address or Other Contact Information (filed on January 7, 2025)	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Vacate Jury Trial and All Related Deadlines; [Proposed] Order (submitted on January 7, 2025)	1.10
Review Court's Order to Show Cause Re Dismissal (filed on October 3, 2025)	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Re Dismissal (submitted on June 22, 2026)	1.20
Review Court's Order to Show Cause Re Dismissal (filed on June 24, 2026)	0.20

Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Michaela Goslin (served on December 28, 2022)	2.90
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Defendant Doma Holdings, Inc.'s Person Most Knowledgeable and Requests for Production of Documents (noticed for September 9, 2024; Wage and Hour Practices), Notice of Deposition of Defendant Doma Title of California, Inc.'s Person Most Knowledgeable and Requests for Production of Documents (noticed for September 10, 2024; Wage and Hour Practices), Notice of Deposition of Defendant North American Services, LLC's Person Most Knowledgeable and Requests for Production of Documents (noticed for September 11, 2024; Wage and Hour Practices), Notice of Deposition of Defendant North American Title Insurance Company's Person Most Knowledgeable and Requests for Production of Documents (noticed for September 12, 2024; Wage and Hour Practices), and Notice of Deposition of Defendant State's Title Holding, Inc's Person Most Knowledgeable and Requests for Production of Documents (noticed for September 13, 2024; Wage and Hour Practices) (served on August 9, 2024)	4.10
Draft, Review, and/or Revise Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Admissions (Set One), and Requests for Production of Documents (Set One) to Defendant Doma Holdings, Inc., Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Admissions (Set One), and Requests for Production of Documents (Set One) to Defendant Doma Title of California, Inc., Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Admissions (Set One), and Requests for Production of Documents (Set One) to Defendant North American Services, LLC, Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Admissions (Set One), and Requests for Production of Documents (Set One) to Defendant North American Title Insurance Company, and Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Admissions (Set One), and Requests for Production of Documents (Set One) to Defendant State's Title Holding, Inc. (served on August 9, 2024)	8.50
Draft, Review, and/or Revise Plaintiff's Demand for Site Inspection of Huntington Beach Facility Per Cal. Civ. P. § 2031.010(D) (served on August 13, 2024)	0.80

Letters and Correspondence	
Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Michaela Goslin for Penalties Under the Private Attorneys General Act, California Labor Code section 2698, Et Seq. ("PAGA") (served on March 14, 2023)	4.50
Meet with, Draft Correspondence to, Review Correspondence with, and Respond to Correspondence from, Defendants' Counsel	12.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants (approximately 7,370 pages), and Other Sources Prior to Mediation	55.50
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing, Reviewing, and/or Revising Penalties Analysis/Calculations (submitted on July 31, 2024)	29.50
Attend Mediation Session (August 8, 2024; Zoom Video Conference)	14.50
Engage in Additional Settlement Discussions with Defendants' Counsel and Mediator (August 2024 – November 2024)	8.50
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on July 9, 2026) and Cover Letter	15.50
Law and Motion	
Research, Draft, Review, and/or Revise Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Attorneys' Costs, Service Award, and Settlement Administration Costs, Declaration of Brian J. St. John in Support Thereof, Declaration of Plaintiff in Support Thereof, and [Proposed] Order and Judgment (filed on XX)	18.50
Total Hours:	213.10

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Goslin vs. Doma Title of California, Inc., et al. (PAGA)

Date	Payee	Expense Description	Amount
11/23/2022	U.S. Postmaster	Postage	$24.30
3/13/2023	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
3/14/2023	U.S. Postmaster	Postage	$16.74
5/19/2023	Legal Document Server, Inc.	Attorney Service	$42.18
5/19/2023	San Francisco Superior Court	Complaint Filing Fee	$435.00
5/22/2023	ProLegal	Attorney Service	$523.63
6/9/2023	Legal Document Server, Inc.	Attorney Service	$11.95
9/25/2023	Legal Document Server, Inc.	Attorney Service	$11.95
10/3/2023	Legal Document Server, Inc.	Attorney Service	$22.38
10/3/2023	San Francisco Superior Court	Jury Fee	$150.00
4/2/2024	Legal Document Server, Inc.	Attorney Service	$11.95
4/10/2024	Legal Document Server, Inc.	Attorney Service	$11.95
6/3/2024	File & ServeXpress	Attorney Service	$11.85
6/10/2024	ADR Services, Inc.	Mediation Fee	$4,795.00
6/14/2024	San Francisco Superior Court	Stipulation & Order Fee	$20.00
7/31/2024	FedEx Express	Courier Service	$81.61
8/12/2024	CPAnalytics	Data Analysis	$2,772.50
10/17/2024	File & ServeXpress	Attorney Service	$63.62
11/18/2024	File & ServeXpress	Attorney Service	$51.41
1/7/2025	File & ServeXpress	Attorney Service	$52.01
1/24/2025	San Francisco Superior Court	Stipulation & Order Fee	$20.00
8/22/2025	General Logistics Systems US, Inc.	Courier Service	$63.02
7/8/2026	Legal Document Server, Inc.	Attorney Service	$17.75
		Total:	$9,285.80