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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

11 CORINA POTTER, individually, on)
12 behalf of Aggrieved Employees, and as)
13 the State of California's designated)
14 proxy under the Private Attorneys)
15 General Act (PAGA) and on behalf of)
16 others,

17
18 Plaintiffs,

19 vs.

20 DOLLAR TREE STORES, INC., a)
21 Virginia corporation; and DOES 1)
22 through 50 inclusive)
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Defendants.

Case No.: 37-2023-00047808-CU-OE-CTL

DECLARATION OF THOMAS D. RUTLEDGE ISO PLAINTIFFS' UNOPPOSED MOTION AND MOTION TO APPROVE PAGA SETTLEMENT

Hearing Date: Aug. 30, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Marcella O. McLaughlin

Dept.: C-72

Comp. Filed: Nov. 2, 2023

Trial Date: TBA

[Not. of Mot., Mem. of P&As, and [Proposed] Order filed concurrently herewith]

DECLARATION OF THOMAS D. RUTLEDGE

I, THOMAS D. RUTLEDGE, declare and state as follows:

1. I am counsel of record for the named Plaintiff, indirectly for the Aggrieved Employees, and I am a quasi-assistant attorney general for the State of California via the Private Attorney General Act (PAGA) in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Motion for Court Approval of Private Attorney General Act Settlement per the terms of the Settlement Agreement attached hereto and marked as **Exhibit 1**.

My Experience Handling Representative Actions.

3. The Law Office of Thomas D. Rutledge consists of me, several paralegals, and various support staff during all times relevant to this litigation.

4. At all times, I have been the only attorney of record in the above-entitled action for the Plaintiffs.

5. I am the originating attorney and the person exclusively responsible for prosecuting this case.

6. I have had the privilege of practicing law for almost 29 years.

7. I have served the public my whole adult life.

8. Before practicing law, from about April 1987 to April 1994 at the age of 21, I proudly served in the U.S. Army National Guard in various capacities: first, as a Private First Class in a combat engineer's unit; and in 1990, after receiving my commission from the Commonwealth of Massachusetts after graduating from the Massachusetts Military Academy, as a field artillery officer, mortar platoon leader, and infantry company executive officer in the Commonwealth of Pennsylvania (1992-1994) and Massachusetts (1987-1992) Army National Guard.

9. In 1990, I received a B.A. in History and Political Science from the

1 University of Massachusetts, Boston, Massachusetts.

2 10. In 1992, I received a C.S.S. in Management and Administration from
3 Harvard University, Cambridge, Massachusetts.

4 11. In 1995, I received a J.D. from Temple University and became a member
5 of the State Bars of Florida and Massachusetts.

6 12. In 1999, I obtained admission to the California Bar after passing the bar
7 on the first attempt.

8 13. I am a former active member in the San Diego County Bar Association
9 (and several committees therein, such as the Labor and Employment Law Section,
10 Litigation Section, and Family Law Section), a current member of the California
11 Employment Lawyers Association, Consumer Attorneys of San Diego (CASD), and a
12 the National Employment Lawyers Association.

13 14. I am the former Co-Chairman to the San Diego County Bar Association
14 Labor and Employment Law Section.

15 15. I am a former Board of Director for CASD (served 2013-2016).

16 16. I am a former U.S. Navy Judge Advocate General's (JAG) Corps
17 attorney.

18 17. From 1995 to 2002, I served in various capacities on active duty as a
19 prosecutor, defense attorney, and staff judge advocate in the U.S. Navy JAG Corps
20 handling hundreds of criminal and civil litigation matters and personally preparing
21 and filing more than 5000 state and federal tax returns.

22 18. I served a total of 20 years in the U.S. military honorably retiring from
23 the U.S. Naval Reserve in 2008.

24 19. From 2002 to 2004, I was a litigation associate at Christensen, Miller,
25 Fink, Jacobs, Glaser, Weil & Shapiro LLP in Los Angeles, California, a firm of more
26 than 100 lawyers at the time, working on complex litigation.

27 20. From 2004 to 2009, I was a litigation associate for Branton & Wilson,
28 APC, a firm of more than 15 lawyers at the time, working mostly on employment law

1 matters (defense and plaintiff).

2 21. From 2009 to the present, I have focused my practice exclusively on
3 prosecuting employment law claims on behalf of employee-plaintiffs, with a very
4 small amount of my practice devoted to personal injury matters.

5 22. All my employee-plaintiffs' cases, including this case, are accepted on a
6 nothing down contingency fee basis.

7 23. I personally have represented thousands of class members and aggrieved
8 employees in over three dozen class and/or representative (Private Attorney General
9 Act) actions prosecuting wage and hour claims, more than 20 of which were certified
10 as class actions. (See, e.g., *Julio, et al. v. Express Tires*, S.D. Superior Court Case
11 No.: 37-2010-00097801; *Epton v. ADP TotalSource, et al.*, U.S.D.C. Case No.:
12 11cv0856-JM; *Tuter, et al. v. King's Seafood Company, LLC, et al.*, San Diego
13 Superior Court Case No.: 37-2011-00084756; *Crosby v. CHMB*, San Diego Superior
14 Court Case No.: 37-2011-0087583-CU-OE-CTL; *Diego v. JMS Properties LLC, et*
15 *al.*, San Diego Superior Court Case No.: 37-2013-00056177-CU-OE-CTL; *Mitchell, et*
16 *al. v. Phone Ware Inc., et al.*, San Diego Superior Court Case No.: 37-2014-
17 00008449-CU-OE-CTL; *Long, et al. v. Stanley Black & Decker, Inc., et al.*, U.S.D.C.
18 Case No.: 14CV1246 JLS BGS; *Villagrana v. 7-Eleven*, San Diego Superior Court
19 Case No.: 37-2014-00008449-CU-OE-CTL; *Parnell, et al. v. Harte-Hanks Shoppers,*
20 *Inc., et al.*, Orange Superior Court Case No.: 10-2014-00736236-CU-OE-CXC; *Martz*
21 *v. T.R.L. Systems, Inc.*, San Bernardino Superior Court Case No.: CIVDS1515312;
22 *Rosentein v. Pratt and Whitney, et al.*, U.S.D.C. Case No.: 15CV2183 JM/JLB; *Don*
23 *v. Penn*, San Diego Superior Court Case No.: 37-2016-00025005; *Ramirez v. Coastal*
24 *Trans. Serv.*, San Diego Superior Court Case No.: 37-2016-00020248; *Velez v.*
25 *CoWorx Staffing Services LLC*, San Bernardino Superior Court Case No.:
26 CIVDS1803229; *Martz v. HCI Systems Inc.*, San Bernardino Superior Court Case
27 No.: CIVDS1607545, *Babouchian, et al. v. Soleil Communications Inc., et al.*
28 San Diego Superior Court Case Number: 37-2017-00044756-CU-OE-CTL, and many

1 others.)

2 24. I have attended dozens of lectures presented by legal professionals on the
3 topic of prosecuting class action litigation during my career, I have tried dozens of
4 wage and hour cases in various venues (court, arbitration, or before the Labor
5 Commissioner), and I have handled the representation of parties in dozens of
6 mediations before well-known mediators.

7 **Facts of this case.**

8 25. In July of 2023, Plaintiff Potter hired my office due to pay problems she
9 was experiencing with Family Dollar and Defendant Dollar Tree.

10 26. I sent several letters to Defendant requesting to obtain access to
11 Plaintiffs' payroll records and employee personnel files.

12 27. After obtaining access to Plaintiff's payroll records and employee
13 personnel file and reviewing these records, me and the Plaintiff were convinced we
14 had enough evidence to show that the Plaintiff and her fellow coworkers (Aggrieved
15 Employees) are victims of, among other things, Defendant's Labor Code violations.

16 28. On August 21, 2023, Plaintiff, via my office, filed the first notice with
17 the LWDA to get this case started by exhausting Plaintiff's administrative remedies.

18 29. On October 13, 2023, Plaintiff filed an individual arbitration demand
19 with JAMS, a case that asserted Plaintiff's individual Labor Code and employment
20 related claims.

21 30. On October 31, 2023, Plaintiff filed a first amended PAGA filing with
22 the LWDA, which added more facts in support of Plaintiffs' claims.

23 31. On November 2, 2023, Plaintiff commenced this PAGA action, which
24 seeks the recovery of PAGA penalties for the following claims: (1) Failure to Provide
25 Access to Employee Personnel Records; (2) Failure to Pay State Minimum/Regular
26 Wages; (3) Failure to Pay State Overtime Wages; (4) Failure to Timely Pay Wages;
27 (5) Meal and Rest Break Labor Code Violations; (6) Inaccurate Wage Statements; (7)
28 Failure to Maintain Payroll Records; (8) Failure to Reimburse Business Expenses in

1 Violation of California Labor Code § 2802; and (9) Miscellaneous claims via the
2 PAGA. (ROA #1.)

3 32. On December 7, 2023, Defendant filed an Answer. (ROA #9.)

4 33. On December 21, 2023, Defendant filed a Motion to Stay and Compel
5 arbitration. (ROA #s 12-14.)

6 34. Shortly after the commencement of this litigation, my office served
7 Defendant with written discovery and warned Defendant we would move quickly to
8 bring this case to justice.

9 35. This relatively short but heated exchange of communication between the
10 parties involving Plaintiffs' search for evidence and Defendant's allegations that it
11 had done nothing wrong led to the bilateral realization that settlement discussions
12 behooved the parties.

13 36. In the winter of 2024, the parties began series of detailed discussions via
14 counsel during which time counsel engaged in open and frank discussions regarding
15 the merits of this case.

16 37. The parties subsequently agreed to put an informal hold on litigation to
17 attend private mediation.

18 38. On March 28, 2024, Plaintiffs filed a second amended PAGA filing with
19 the LWDA, which added more facts in support of Plaintiffs' existing claims and
20 added more claims and theories of liability.

21 39. On April 5, 2024, the parties appeared before the Court for a Case
22 Management Conference during which the parties informed the Court they intended
23 to attend private mediation on April 8, 2024. (ROA #28.)

24 40. Through the foregoing process, the parties conducted a significant
25 investigation of the facts and law.

26 41. Such discovery and investigation includes: (1) the Plaintiffs' analysis of
27 randomly selected sizable amount of Aggrieved Employee payroll data Defendant
28 provided, including size and composition of the Aggrieved Employees, applicable

1 employment policies of the Defendant, and payroll and time records for a significant
2 number of current and/or former employees statewide, involving a large number of
3 pages of policies and documents, electronic wage statements, and other records,
4 (2) analysis of legal positions taken by the Defendant, (3) interviews of material
5 witnesses, (4) calculation and analysis of potential damages and penalties based on
6 the data produced by Defendant, and (5) research and analysis of applicable law with
7 respect to the claims alleged and potential defenses thereto.

8 42. My office devoted a substantial amount of my practice to evaluating the
9 data, interviewing witnesses, and preparing for the mediation and, if unsuccessful,
10 getting ready for trial.

11 43. On April 8, 2024, the parties via zoom attended a full day mediation
12 before David Rotman, Esq., a reputable private mediator.

13 44. With the efforts of all parties and their counsel, and especially with the
14 invaluable assistance from the highly capable mediator, the parties signed an MOU,
15 and later signed a more detailed and lengthy Settlement Agreement that took months
16 for the parties to finalize.

17 45. On April 30, 2024, the case was reassigned from department 69 to this
18 department. (ROA #52.)

19 **Filings with the LWDA.**

20 46. On August 5, 2024, before filing these papers, I filed the Settlement
21 Agreement and these moving papers with the LWDA, a copy of screenshot evidence
22 is attached hereto and marked as **Exhibit 2**

23 47. Plaintiffs via my office have also complied with all required
24 administrative filings with the LWDA, including but not limited to filing the
25 complaint filed in this case and PAGA notices and amended notices.

26 **Reasons this Settlement is Fair and Reasonable.**

27 48. The named Plaintiff and my office concluded, after taking into account
28 the disputed factual and legal issues involved in the Action, the risks and substantial

1 expenses involved in the further prosecution of this case, and the substantial benefits
2 to be received pursuant to the compromise and settlement of the Action, as set forth in
3 this Settlement Agreement, that settlement on the terms set forth herein is in the best
4 interest of the State, the named Plaintiff, and the Aggrieved Employees and is fair and
5 reasonable.

6 49. My office and the named Plaintiff understand the risks inherent in
7 litigation -- most significantly the lack of evidence of companywide claims and the
8 limited number of Aggrieved Employees directly impacted by all the alleged Labor
9 Code violations.

10 50. My office and the named Plaintiff are likewise well aware of the
11 problems posed by potentially differing claims and methods of proof among the many
12 thousands of Aggrieved Employees, as well as the potential merits of affirmative
13 defenses expected to be raised by the Defendant.

14 51. In light of the risks related to Defendant prevailing on an anticipated
15 motion for summary judgment or at trial, or both, the recovery obtained in the case
16 for the released claims, including the settlement amount payable to the LWDA and
17 the Aggrieved Employees for the PAGA claims, is fair and reasonable.

18 52. In assessing whether the amount of civil penalties is genuine and meaningful, I
19 took into the consideration the Court's inherent power to balance the amount in penalties with
20 the nature and extent of the Labor Code violations we could ultimately prove.

21 53. A large part of my thinking in discounting the overall maximum penalties we
22 could recover were the defenses Defendant raised, such as its adamant denial that it did
23 anything wrong, much less on a companywide basis.

24 54. I knew if we did not settle, Defendant would file a number of dispositive
25 motions arguing its policies are lawful, telling the Court that Plaintiffs' claims had no merit,
26 and claiming that meal and rest break claims must be ignored due to its alleged lawful
27 written policies and the incredibly advanced timekeeping software systems Defendant
28 employs.

1 55. I further considered that statutory penalties would be calculated according to
2 Labor Code 2699(f)(2): If, at the time of the alleged violation, the person employs one or
3 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
4 employee per pay period for the initial violation and two hundred dollars (\$200) for each
5 aggrieved employee per pay period for each subsequent violation.

6 56. In assessing risk and return, however, I am aware of a number of courts that
7 have found that the “subsequent” penalty under PAGA applies only after a court or the
8 Labor Commissioner determines that the employer has violated the Labor Code. *See*
9 *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) (“the increased \$200 civil
10 penalty for ‘subsequent violation[s]’ does not apply unless [Plaintiff] presents evidence that
11 the Labor Commission or a court notified [Defendant] that it was in violation of the Labor
12 Code.”); *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing
13 judgment as to “heightened civil penalties” because the defendant was not given notice by
14 the Labor Commissioner when the “subsequent” violations occurred. *See also Vieyara-*
15 *Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, at *5 (C.D. Cal. June
16 10, 2019) (“employers are not subject to heightened penalties . . . until a court or
17 commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff]
18 has not offered evidence that the Labor Commission or a court has notified them of PAGA
19 violations [thus] PAGA’s heightened penalty of \$200 for subsequent violations will not be
20 calculated to determine the amount in controversy”); *Chen v. Morgan Stanley Smith Barney,*
21 *LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014)
22 (“Under the Labor Code, if an employer does not have notice that they are committing a
23 violation, they are not subject to the heightened penalties.”); *Trang v. Turbine Engine*
24 *Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D.
25 Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties
26 for subsequent violations unless and until a court or commissioner notifies the employer that
27 it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th
28 1157 (2008).

57. My office spent a large amount of our time reviewing the random sampling Defendant provided, taking copious notes, creating and using an excel spreadsheet to calculate damages, distinguishing and highlighting Plaintiffs' best claims from their worst claims.

58. My office also spent considerable time hyper-analyzing the named Plaintiff's records looking for violations and comparing Plaintiff's work experience with the Aggrieved Employees.

59. Under this line of cases and based on my review of the available evidence, I estimated that Defendant's realistic maximum exposure would be approximately **\$1,700,066**:

Claim	Total Pay Periods	Penalty	PAGA Penalties
Sickpay Violations	507,431	\$100.00	\$5,074
Inadequate Seat Violations	507,431	\$100.00	\$5,074
Meal & Rest Period Violations	1,014,862	\$100.00	\$1,014,862
Min. Wage/Reg. Pay Violations	507,431	\$100.00	\$507,431
Wage Statement Violations	507,431	\$100.00	\$126,858
Business Expense Violations	507,431	\$100.00	\$5,074
Final Pay Violations	28,554	\$500.00	\$35,693
TOTAL			\$1,700,066

60. Concerning Plaintiffs' sick pay violations, very little evidence supports this claim. Indeed, the evidence Defendant provided at mediation shows that, as to the named Plaintiff herself, her transfer from Family Dollar to Dollar Tree, which are two totally different employers, cannot trigger liability because these entities are separate. Accordingly, the above figures are based on a .0001 violation rate found in the records Defendant provided before mediation where Defendant paid sick pay to its employees without including missed meal or rest break premiums into the regular rate of some other type of anomaly; thus, all calculations above are discounted by this number in percentage terms of the maximum.

61. As to inadequate seat violations, the evidence demonstrates that Defendant implements and enforces a lawful written policy concerning seating and that as a practical matter Defendant generally does comply with seating requirements

1 based on our investigation. Accordingly, the above figures are based on a .0001
2 violation rate found in our case investigation before mediation where Defendant
3 deprived its employees, normally, cashiers, from sitting in a chair; many stores had
4 chairs available; many employees we interviewed never requested or needed a chair;
5 thus, all calculations above are discounted by this number in percentage terms of the
6 maximum.

7 62. As to meal and rest break violations, the evidence also demonstrates that
8 Defendant used a robust state-of-the-art punch guarding timekeeping software system
9 designed to ensure duty free meal and rest breaks. This software caused Defendant to
10 automatically pay premiums for missed meal and rest breaks and/or to ask employees
11 to acknowledge their own decisions around meal and rest breaks multiple times
12 during their shifts resulting in few, if any, meal or rest break violations. Therefore, the
13 above figures are based on a 1% violation rate found in our case investigation before
14 mediation where the records indicated that Defendant may have deprived its
15 employees from breaks. It also based on our review of the records provided where the
16 software Defendant used was a bit imperfect in capturing every instance of when
17 employees apparently (“apparently” because we would need to interview every
18 employee who missed a break based on the records we reviewed to ascertain for
19 certain if he or she missed a break) missed a break. Thus, all calculations above are
20 discounted by this number in percentage terms of the maximum.

21 63. As to min. wage/reg. pay violations, this claim is based on five different
22 allegations, namely, that Dollar Tree (i) encourages off- the-clock work generally; (ii)
23 does not compensate for onboarding time; (iii) has associates perform off-the-clock
24 work at the end of the day, by having to wait to exit the store during store closing
25 procedures; (iv) requires off-the-clock bag checks; and (v) does not compensate for
26 bank runs. Our investigation confirmed that many of these claims would be difficult
27 to prove at trial.

28 64. First, Defendant’s policies, communicated to associates at hire and

1 throughout their employment, strictly prohibit off-the-clock work. For example, at
2 hire and as a condition of employment, associates are required to review and
3 acknowledge Dollar Tree's Handbook. Relevant here, the Defendant's timekeeping
4 policy mandates:

5 It is a violation of Company policy for a Manager to direct or suggest that
6 an associate work off-the-clock. . . . If you have reason to believe that
7 such a violation of Company policy has occurred, you must immediately
8 report this to Human Resources or call Associate Connection at 1-800-
876-8077. Associates who falsify timekeeping records or direct or
suggest that an associate work off-the-clock are subject to corrective
action, up to and including immediate termination.

9 65. Second, the timekeeping records we reviewed reflect that time worked is
10 compensated—including overtime. Most non-exempt associates work part-time at
11 Dollar Tree, with an average shift length of between 4 and 6 hours (like Potter). Thus,
12 associates can work additional hours each shift without ever incurring overtime pay.
13 That said, when associates worked overtime, it appears those hours were recorded and
14 paid.

15 66. We also found no evidence of any systemic practice to cause associates
16 to work off-the-clock to prevent overtime.

17 67. As to Plaintiffs' allegations that associates are uncompensated for time
18 spent during onboarding, Defendant alleges this claim is unsupported based on Dollar
19 Tree's policies and practices. During the relevant period, the evidence we reviewed
20 indicate that Dollar Tree provided two options for associates to onboard:

- 21
- 22 1) Associates could onboard at home, via a website link emailed to
23 them. Associates onboarding this way were automatically paid one-
24 hour of time for onboarding. More than half of the individuals during
the relevant time completed onboarding in this manner.
- 25 2) Associates could also go into the store and complete onboarding
26 there. Because an associate would not yet have their time system
27 credentials, the store manager is directed to enter the time into the
time clock worksheet, have the associate sign off, and then manually
enter it into Dollar Tree's timekeeping system.

28 68. Here, Plaintiffs face several obstacles to assert a claim that there may
have been instances in which a manager did not enter an associate's onboarding time

1 manually as Dollar Tree expects. Not only do Plaintiffs bear the burden of proof to
2 overcome the policies and procedures that undermine this claim, but even if Plaintiffs
3 could establish any violations, the population impacted would be very limited, and
4 would require individual analysis, a process that most courts would not condone for
5 this type of litigation.

6 69. As for Plaintiffs' allegations that Dollar Tree required off-the-clock bag
7 checks, upon our review of the sampling and Defendant's written policies, Defendant
8 maintains, and our review of the evidence seems to confirm, this theory is weak.

9 70. As a practical matter, most associates do not bring bags with them to
10 work. As noted above, non-exempt associates' hourly shifts are ordinarily less than 6
11 hours, which means they do not have a meal period and no reason to bring items with
12 them. Similarly, given the affordable products Dollar Tree sells, many associates also
13 choose to purchase items to consume during a meal period. If an associate has a bag
14 with them, they are to have a bag check occur near the cameras at the front of the
15 store and then walk the few short steps to the register, clock-out, and walk out the
16 store. Moreover, Plaintiffs' bag check off-the-clock claim violates Dollar Tree's
17 written policy:

18
19 Bag Checks must be completed prior to an Associate clocking out.
20 The Associate checking the bag and the one whose bag is being
checked must both be on the clock.

21 In the case of an unscheduled Night Bag Check, the Associate
22 may have already clocked- out for the day. In that instance, utilize
23 the Time Clock Worksheet to record a time adjustment and enter
the adjustment in Compass.

24 (Associate Bag Check Policy).

25 71. Assuming, *arguendo*, that Plaintiffs could demonstrate bag checks
26 occurred off-the-clock in violation of Dollar Tree's policy, Plaintiffs could still face a
27 legal barrier to their claim. Defendant argues that even if the time undergoing bag
28 checks is compensable as "hours worked," the 10-15 seconds necessary to allow

1 another associate to peek into one's bag as an associate exits the store is so short and
2 irregular in length that it is unreasonable to expect an employer to record it.
3 Defendant maintains that *Troester v. Starbucks*, 5 Cal. 5th 829 (2018), a case that
4 generally rejected extending the federal *de minimis* doctrine to California, and a case
5 upon which we would rely, is not applicable here. *Troester* addressed an employee
6 regularly performing four to ten minutes of work every time he closed the store, which
7 added up to approximately 13 hours over a 17-month period. *Id.* at 836. Plaintiffs'
8 bag check claim, on the other hand, deals with mere *seconds*. We knew that
9 Defendant would argue that Plaintiffs' theory falls within the portion of the law that
10 the *Troester* court expressly declined to address: whether some version of the *de*
11 *minimis* principle might apply in wage- and-hour cases "where compensable time is
12 so minute or irregular that it is unreasonable to expect the time to be recorded." *Id.* at
13 835. In two concurring opinions, members of the court focused on the question the
14 court did not answer, and both concurring opinions suggest a "rule of reason" will be
15 necessary "to avoid a situation forcing employers to monitor every fraction of every
16 second of employee time." *Id.* at 849. (*See* Cuéllar, J., and Kruger, J., concurring, at
17 848–49). Thus, any potential off-the-clock time related to a bag check would certainly
18 be challenged by the Defendant and could result in bad appellate law for employees if
19 the case was appealed and *Troester* is overruled or distinguished.

20 72. Concerning Plaintiffs' allegation that after clocking out associates are
21 required to wait for managers to complete store closing procedures and open the door
22 so they can leave for the day. Based on our review of the evidence made available to
23 us before mediation, this theory is contrary to Dollar Tree's written policies. No store
24 closing procedures should be completed off-the-clock per its written policy. Despite
25 Plaintiffs' allegations that associates had to wait seconds to walk out of the store after
26 clocking out, Defendant claims the *Troester* argument is applicable to bag checks as a
27 bar to recovery here, too.

28 73. As for Plaintiffs' allegations for unpaid time for running bank runs, once

1 Defendant's written policies were made available for our inspection, not to mention
2 the sampling Defendant provided, and based on our interviews with scores of
3 Aggrieved Employees, this theory also lacks substantial evidentiary support. First, we
4 learned that associates are compensated for time spent on bank runs because
5 associates are instructed to remain clocked-in when making a bank run. (Handbook at
6 p. 9 – Accurate Time Keeping Is The Foundation for Accurate Pay). Furthermore, in
7 evaluating the impact of bank runs, the associates generally responsible for bank runs
8 are management level, key-holder, associates. This means that the associates
9 entrusted with bank runs account for just over a fifth of the total pay roll periods
10 during the relevant period. Moreover, even within that population of key-holders, the
11 evidence indicates the number of associates making bank runs in any given pay
12 period has steadily decreased. Since 2022, has changed its process such that far fewer
13 bank runs are required. Second, we learned that to the extent Plaintiffs assert
14 associates are not reimbursed for bank runs, Dollar Tree policy provides for
15 reimbursement of expenses like mileage. (Handbook at p. 15 – Expense
16 Reimbursement).

17 74. In sum, the above figures regarding Plaintiffs' minimum wage/regular
18 rate claim are based on a generous 1% violation rate found in our case investigation
19 where maybe Aggrieved Employees may have been the exception, not the norm in
20 relation to Defendant's well written policies; thus, all calculations above are
21 discounted by this number in percentage terms of the maximum.

22 75. As to Plaintiffs' wage statement claim, Plaintiff Potter alleges that her
23 wage statements, when she first started at Dollar Tree, were wrong. She alleges her
24 year-to-date earnings improperly stated \$1,515.14, when she had just started. *See*
25 (ROA#1; Compl., ¶ 26). Defendant argues, however, these facts are immaterial
26 because Labor Code § 226 requires an employer to communicate the calculations for
27 the wages being made with each check. Each of the specific compensation categories
28 and totals required under § 226 (gross wages earned; total hours worked; all

1 deductions; net wages earned; inclusive dates; applicable hourly rates) all relate to
2 and reflect the payment then being made. Because this information is clearly and
3 accurately reflected in the “Current” column on Plaintiff Potter’s wage statements,
4 Defendant argues this claim has no merit.

5 76. Not only may Defendant be correct in their defense discussed above, but
6 based on our review of the sampling Defendant provided before mediation, Plaintiff
7 Potter was the only employee whose wage statement showed such an abnormality.

8 77. In assessing Plaintiffs’ wage statement claim, Plaintiffs instead used the metric
9 associated with their meal and rest break and minimum wage claims and discounted the rate
10 of liability by $\frac{3}{4}$ of a percentage point to reflect the reality that not every Aggrieved
11 Employees’ wage statement would be inaccurate, leading to the estimated rate of .0025;
12 thus, all calculations above are discounted by this number in percentage terms of the
13 maximum.

14 78. As to Plaintiffs’ unpaid reimbursement claim, the sampling Defendant
15 provided and the written policies it employs demonstrates this claim would also have
16 many problems at trial. Dollar Tree’s “Personal Property and Electronic Devices and
17 Cell Phone” policy prohibits the use of cell phones during work hours without
18 specific authorization for a work purpose or for a limited and temporary exception
19 (e.g., personal emergency). (Handbook at p. 16). Associates who are not District
20 Managers or store managers should not use their cell phones for *any* business purpose
21 *unless* express written authorization is given. *Id.* As to exempt store managers,
22 because Dollar Tree recognizes they may need to use their personal cell phones
23 periodically, they receive a monthly cell phone stipend. Associates are also told to
24 advise Human Resources immediately if they believe their job duties require the use
25 of their personal cell phones either in or outside of their scheduled work hours. *Id.*
26 There is also a process for the submission of expense reimbursements for associates,
27 if cell phone use was or is necessary. Our review of the evidence demonstrates that no
28 employee ever made any report to Human Resources, or sought reimbursement.

1 Further, Dollar Tree maintains it does not require associates to wear “uniforms.”
2 Throughout the relevant period, Dollar Tree’s written dress code is broad enough to
3 allow employees to wear a wide range of clothes. There is nothing in Dollar Tree’s
4 dress code we saw that requires any distinctive design or color. Defendant maintains
5 that bottoms in four different colors, multiple styles, including jeans, do not qualify as
6 a uniform. Nor does any solid-colored, collared shirt meet that standard. *See, e.g.*,
7 Statement of Basis for the 1980 iteration of what is now Wage Order No. 7-2001 lists
8 that “white shirts, dark pants and black shoes and belts, all of unspecified design,”—
9 notably much more limited than Dollar Tree’s policy—as examples of clothing that
10 “generally [is] usable in the occupation.” DLSE Enforcement Manual § 45.5.5
11 (emphasis added). As to face masks, throughout the COVID pandemic, Dollar Tree
12 maintains it provided them to associates for free.

13 79. Accordingly, as to Plaintiffs’ failure to reimburse claim, we assessed
14 liability at less than .0001 percentage rate, which factors in the personal use of cell
15 phones a trial court would require as an overall discount regardless; thus, all
16 calculations above are discounted by this number in percentage terms of the
17 maximum.

18 80. As to our final pay calculations, we assessed liability at less than .0025
19 percentage rate, which factors in the evidence uncovered regarding Plaintiffs’
20 minimum wage, overtime, and meal and rest break allegations discussed above; thus,
21 all calculations above are discounted by this number in percentage terms of the
22 maximum.

23 81. Of notable concern, we knew that Defendant would raise the argument
24 that notwithstanding its commitment to wage and hour compliance, Dollar Tree has
25 faced repeated PAGA lawsuits. Relevant here, Defendant argues that Plaintiff Potter
26 submitted her LWDA notice and filed her complaint just over a year after the
27 settlement was approved in *Jennifer Gomez and Nicole Johnson v. Dollar Tree*
28 *Stores, Inc.*, San Bernardino Case No. CIVDS1833926. *Gomez* resolved certain

1 PAGA allegations and theories on behalf of non-exempt Dollar Tree associates
2 through July 26, 2022. The claims asserted here overlap significantly with those
3 asserted and resolved in *Gomez*. As here, in *Gomez*, Dollar Tree had evidence of wage
4 and hour compliance, demonstrating that there was no viable theory to be asserted as
5 to a representative class under PAGA. Accordingly, after two different mediation
6 sessions, the plaintiffs in *Gomez* agreed to a settlement that was equal to a total gross
7 value of just **\$1.91 per pay period**, a settlement sum akin to the one procured in this
8 case.

9 82. No doubt, we knew Defendant would say Dollar Tree is in an even better
10 position than during the *Gomez* period. We knew Dollar Tree would argue it has
11 implemented the most robust and preventative wage and hour measures during the
12 PAGA Period. Specifically, in 2020, Dollar Tree changed its timekeeping process to
13 require associates to punch in and out for rest breaks, while paying for all time. Not
14 required under California law, Dollar Tree made this change to monitor rest break
15 compliance and pay rest break premiums, when necessary. This change, along with
16 Dollar Tree's punch guarding system (described below), means Dollar Tree can
17 confirm associates receive either (i) a compliant rest break or (ii) a rest break
18 premium. Concurrent with this punching change, Dollar Tree upgraded punch
19 guarding across its California stores. The current iteration of punch guarding
20 evaluates an associate's time data to determine if a rest and/or meal break was
21 triggered. It then asks questions, depending on whether punches for those breaks
22 appear, what happened during breaks taken or why a break was not taken. All these
23 measures, we knew Defendant would argue for a discount if this case went to trial.

24 83. In assessing risk and return, I was and still am fully aware the PAGA gives the
25 Court wide latitude to reduce the amount of civil penalties "based on the facts and
26 circumstances of a particular case" when "to do otherwise would result in an award that is
27 unjust, arbitrary and oppressive, or confiscatory" as stated in Lab. Code § 2699(h).

28 84. In reducing PAGA penalties, I knew that courts have considered issues

1 including whether the employees suffered actual injury from the violations, whether the
2 defendant was aware of the violations, and the employer's willingness to fix the violation.
3 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties
4 of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037
5 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL
6 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

7 85. For example, during the penalty phase of trial in *Carrington*, I am informed the
8 plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial
9 court instead awarded only \$150,000—**or 0.21% of the maximum**—and stated that this
10 reduction was warranted because imposing the maximum penalty would be “unjust,
11 arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to comply with meal
12 period obligations and because the court found the violations were minimal. *Carrington*, 30
13 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a
14 \$150,000 penalty under PAGA. *Id.* at 529.

15 86. If a similar reduction had been applied here, Plaintiffs would have recovered
16 only approximately \$3,570 ($\$1,700,066 \times 0.0021$ reduction).

17 87. Likewise, in *Covidien*, I am informed the Court reduced the potential penalties
18 by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*,
19 2011 WL 7563047 at *4; *see also Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th
20 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the
21 employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food*
22 *Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing
23 trial court decision denying any civil penalties where violations had been proven, remanding
24 for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v.*
25 *A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D.
26 Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section
27 226 as redundant with recovery on a class basis pursuant to California Labor Code section
28 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL

1 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations
2 from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

3 88. Considering the issues, defenses, and the risks, a \$600,000 settlement for a
4 limited release of PAGA penalties—no individual wage and hour claims will be
5 extinguished by the Settlement—is a fair and just result and furthers PAGA’s objectives, and
6 is not “unjust, arbitrary, and oppressive” in my humble opinion.

7 89. By this Agreement and based on the foregoing representations by the
8 Defendant, I estimate the average payout per employee will be about \$2 per employee
9 (\$308,851*0.25/46544), which sum may be more or less depending on how long the
10 Aggrieved Employee worked during the PAGA period—and the State will get about
11 \$231,638 (\$308,851*0.75).

12 90. Overall, the Labor Code violations we found were highly technical,
13 small in value, and Plaintiffs knew Defendant would urge the Court to reduce any
14 penalties awarded to be fair relative to the technical infractions Plaintiffs would prove
15 at trial.

16 91. Further complicating the case is the sheer number of Aggrieved
17 Employees who worked in literally hundreds of retail stores throughout California,
18 each of which had a different manager.

19 92. Manageability of this case, even with the benefit of the California
20 Supreme Court’s recent case in *Estrada v. Royalty Carpet Mills*, would have been a
21 major challenge.

22 93. In light of the foregoing, I strongly believe the recovery obtained in this
23 case is not just fair and reasonable, but excellent.

24 **Counsel’s Requested Fees.**

25 94. My current hourly rate is \$1,057 in employment class and representative
26 action litigation.

27 95. Attorneys’ fees rates generally range from approximately \$750 per hour
28 at the low end of the scale to approximately \$1,500 per hour at the high end of the

1 scale for an attorney of my skill experience.

2 96. The regular hourly rate I have charged for my services in this litigation is
3 reasonable and justified based on my knowledge and years of experience.

4 97. I have attached detailed contemporaneous billing records for the time I
5 worked on this case as **Exhibit 3**, which details are incorporated by reference as
6 through set forth herein.

7 98. My fees are consistent with noted sources, such as the 2023-2024 Laffey
8 Matrix, a true and correct copy of which is attached hereto and marked as **Exhibit 4**.

9 99. My hourly rate under the lodestar method using the *Laffey* Matrix
10 demonstrates the reasonableness of the fee request.

11 100. The *Laffey* Matrix originated in *Laffey v. Northwest Airlines*, 572 F.
12 Supp. 354 (D.D.C. 1983), reversed, 746 F.2d 4 (D.C. Cir. 1984), overruled, *Save Our*
13 *Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988) (*en banc*).

14 101. Counsel in the *Laffey* case compiled evidence from firms showing the
15 market rates in the District of Columbia for complex federal litigation to show the
16 court prevailing market rates.

17 102. That evidence was analyzed and a matrix of rates for attorneys at various
18 experience levels was created, later becoming known as the *Laffey* Matrix.

19 103. Attorneys in cases where they must establish the prevailing market rates
20 in their jurisdiction for fee award requests, including California, often cite to the
21 *Laffey* Matrix because the *Laffey* Matrix is a useful tool easily accessible to
22 practitioners and is widely regarded by many courts in the U.S. as a source for courts
23 to gauge the prevailing rates for attorneys in the local community.

24 www.en.wikipedia.org/wiki/Laffey_Matrix.

25 104. The *Laffey* Matrix is updated annually by an independent group to stay
26 consistent with inflation or recent trends in the market.

27 105. The current version of the *Laffey* Matrix is located at
28 www.laffeymatrix.com.

1 106. Many California courts consider the *Laffey* Matrix “a widely recognized
2 compilation of attorney and paralegal rates based on various levels of experience.”
3 *Theme Promotions v News American Marketing FSI*, 731 F. Supp. 2d 937, 948 (N.D.
4 Cal. 2010) (using the Laffey Matrix to determine reasonable attorneys' fees rates);
5 *Ramirez v. Escondido Unified School District*, 2014 WL 12675859, at *2 (S.D. Cal.,
6 Apr. 17, 2014, No. 11CV1823 DMS (BGS) (“When used in a given case, the *Laffey*
7 Matrix is adjusted to the federal locality pay differentials for the relevant community
8 for the relevant year.”).

9 107. While a trial court is not “required to follow the Laffey Matrix” in setting
10 reasonable hourly rates, neither is it an abuse of discretion to do so. *Syers Properties*
11 *III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 702 (2014); *see also Nemecek & Cole v.*
12 *Horn*, 208 Cal. App. 4th 641, 650-651 (2012).

13 108. Some California courts have adjusted the *Laffey* Matrix upwards based
14 upon the higher costs of living in California. *In Re HPL Technologies, Inc. Securities*
15 *Litigation*, 366 F. Supp. 2d 912, 921 (N. Dist. Cal. 2005); *see also Garnes v.*
16 *Barnhardt*, 2006 U.S. Dist. LEXIS 5938 (N. Dist. Cal. 2006).

17 109. According to the *Laffey* Matrix, the prevailing market rate for an attorney
18 with more than 29-years of experience, such as myself, is \$1,057 per hour.

19 110. My fees are also supported by precedent. *See Margolin v. Regional*
20 *Planning Comm’n*, 134 Cal. App. 3d 999, 1005 (1982) (previous rates awarded by courts to
21 the attorneys in question are the best evidence of their reasonable rates).

22 111. In San Diego County alone, no less than five different courts have
23 awarded my office fees commensurate with the fees requested here adjusted by
24 inflation. *See e.g., Olshansky, et al. v. ATC Healthcare Services, LLC, et al.* S.D.S.C.
25 Case No. 37-2018-00065377-CU-OE-CTL (Hon. Gregory W. Pollack) (awarding 1/3
26 of the settlement=\$914 per hour); *Babouchian, et al. v. Wyndham Vacation*
27 *Ownership, et al.* SDSC Case Number: 37-2018-00014601-CU-OE-CTL (Hon.
28 Richard Strauss); *Hopper, et al. v. Kimball Tirey & St. John, et al.* Case No.: 37-

2019-00010409-CU-OE-CTL (Hon. Kenneth J. Medel); *Babouchian, et al. v. Soleil Communications Inc., et al.* San Diego Superior Court Case Number: 37-2017-00044756-CU-OE-CTL (Hon. Richard S. Whitney); *Limon, et al. v. Roman Bernal Painting Corporation dba Pro-Tech Painting Company, et al.* SDSC Case No.: 37-2021-00002171-CU-OE-CTL LWDA Case No.: LWDA-CM-807889-20 (Hon. Timothy Taylor Dept.: C-72).

Summary of Lodestar.

112. The nature of work performed by me and my office is documented in this declaration.

113. The time records reflect billing practices on a minimum of one tenth of the hour.

114. This time is summarized as follows:

Name of Attorney	YEAR OF BAR ADMISSION	RATE	HOURS	LODESTAR
Thomas D. Rutledge, Partner	1995	\$1,057	303.60	\$320,905

115. Throughout the case, I made substantial efforts to allocate work efficiently, to avoid unnecessary duplication of work where possible, and to delegate administrative non-lawyer tasks to my staff.

116. Please note, my time includes all time I spent on single-handedly prosecuting this complex PAGA case and excludes the time for paralegals, a secretary, and other staff members whose support was instrumental in helping me bring this case to a reasonable conclusion.

117. I should further add that some of my time was spent helping employees who worked for Defendant's sister company, Family Dollar, which company implements an almost identical workplace policy whose employees I represented were instrumental in helping me understand this case and finding witnesses to interview about what they experienced when working for the Defendant.

118. I have incurred the following expenses in connection with this litigation:

Expenses	
One Legal	\$78
Service Fees	\$48
Mediator's Fee	\$13,264
Estimated Cert Mail & Postage	\$100
Dropbox Fee	\$200
Total	\$13,690

119. Postage is “estimated” because this office still uses old-school methods, such as a scale and postage stamps when sending mail and we do not have a machine that records the amount paid.

120. True and correct copies of most of the invoices/receipts for these expenses are attached hereto and marked as **Exhibit 5**.

121. The expenses incurred are ordinary and necessary and the Settlement Agreement provides that we may recover actual costs.

The Novelty and Difficulty of the Litigation.

122. As discussed above, Defendant confronted my office with complex factual and legal defenses that presented significant hurdles to achieving a favorable settlement.

123. Due to the novel and complex legal issues involved, I utilized skills normally reserved to those who handle complex litigation cases.

124. My office subjected itself to this contingent fee market in this all-or-nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate.

125. My contingent fee practice does not accommodate the investment of unnecessary time in a case.

126. This case was litigated on a contingent basis with all the concomitant risk factors inherent in such an uncertain undertaking.

127. Because of the time this case demanded, I was precluded from taking other cases.

128. I assumed the very serious risk that I would receive nothing at all, having

1 devoted time, and advancing costs.

2 **The Named Plaintiff's Request for a \$7,500 Incentive Fee is Well Earned.**

3 129. As mentioned in the Settlement Agreement, Plaintiff Potter very
4 respectfully requests to receive \$7,500 as an incentive fee for her services as the
5 PAGA representative.

6 130. Defendant does not oppose the payment of this service award and it is
7 well-deserved in my opinion.

8 131. Generally, an incentive award is appropriate to encourage people to step
9 forward and assume the burdens and obligations of representing Aggrieved
10 Employees.

11 132. In deciding the amount of a service award for a class (rules the Court
12 may apply to a PAGA representative), relevant factors include the actions the plaintiff
13 has taken to protect the interests of the class/Aggrieved Employees, the degree to
14 which the class/Aggrieved Employees have benefited from those actions, and the
15 amount of time and effort the plaintiff expended in pursuing the litigation. *Munoz v.*
16 *BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 405 (2010).

17 133. As PAGA Representative, I witnessed the named Plaintiff here
18 admirably perform her duty to the Aggrieved Employees.

19 134. I saw Plaintiff provide detailed information that enabled my office to
20 competently prosecute this case, such as the Plaintiff explained to us employment
21 related documents; Plaintiff assisted in the preparation of the factual portion of the
22 mediation briefs, and Plaintiff provided my office with leads to interview percipient
23 witnesses.

24 135. Plaintiff also assumed the risk, such as, being held liable for costs
25 incurred in connection with this case if Plaintiff lost and the risk (and continued risk)
26 of the potential stigma in Plaintiff's industry associated with suing a former employer.

27 136. Plaintiff was also available by phone during the mediation, a process that
28 took all day.

137. I estimate that Plaintiff spent more than 35 hours helping my office prosecute this case, maybe more.

138. In short, without the named Plaintiff's participation and hard work, there would be no case and no recovery for the Aggrieved Employees.

139. Accordingly, Plaintiffs very respectfully request the Court to approve the requested service award.

140. The only consideration the named Plaintiff is receiving is via this Settlement.

Conclusion.

141. For all the foregoing reasons, the parties very respectfully request this Court to judicially approve the PAGA penalty amounts pursuant to Labor Code §§ 2699, *et seq.* and sign the [Proposed] Order filed herewith.

Except as to those matters made upon information and belief, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this day of August 5, 2024, in the County of San Diego, California

Thomas D. Rutledge
/s/Declarant

Exhibit 1

STIPULATION OF PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, subject to the approval of the Court, pursuant to the California Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"), and, in particular, section 2699(1)(2), that this Settlement shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Stipulation of PAGA Settlement and Release ("Agreement" or "Settlement").

This Agreement is made by and between plaintiff Corina Potter ("Potter" or "Plaintiff") for herself and on behalf of other Settlement Group Members (defined below) and the State of California, and defendant Dollar Tree Stores, Inc. ("Dollar Tree"). (Plaintiff and Dollar Tree, as defined herein, are collectively referred to as the "Parties").

The Parties agree the Litigation (as defined below) shall be ended, settled, resolved, and concluded by agreement of Dollar Tree to pay the maximum sum of Six Hundred Thousand Dollars and No Cents (\$600,000.00) (hereinafter referred to as the "Total Settlement Amount"), which covers the Employees' Payment, the PAGA Representative's Payment, the LWDA Payment, Plaintiff's Counsel's Fees and Expenses Payment, and the Settlement Administration Fee (all defined below).

Section 1. Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) "Dollar Tree's Counsel" means:

Ryan D. Derry
Emily J. Stover
Paul Hastings LLP
101 California Street, Forty-Eighth Floor
San Francisco, California 94111
Telephone: (415) 856-7000 / Facsimile: (415) 856-7192

- 1 (b) "Court" means the Superior Court of the State of California for the
2 County of San Diego.
- 3 (c) "Covered Period" means from April 12, 2022 to the date that the Court
4 approves this Settlement.
- 5 (d) "Covered Pay Periods" means the number of pay periods during which
6 each Settlement Group Member was employed as a Dollar Tree hourly
7 non-exempt store employee in California during the Covered Period.
- 8 (e) "Net Settlement Amount" is the amount from the Total Settlement
9 Amount that is available for distribution to Settlement Group Members
10 ("Settlement Shares"), and the LWDA Payment after deduction for
11 (i) the Plaintiff's Counsel's Fees and Expenses Payment; (ii) the
12 Settlement Administration Fee; and (iii) the PAGA Representative's
13 Payment.
- 14 (f) "Effective Date" means the date this Agreement shall be effective upon
15 the earliest date, following entry of an order by the Court approving the
16 Settlement, upon which one of the following has occurred: (i) expiration
17 of all potential appeal periods without a filing of a notice of appeal of
18 the order; (ii) final affirmance of the order by an appellate court as a
19 result of any appeal(s); or (iii) final dismissal or denial of all such
20 appeals (including any petitions for review, rehearing, *certiorari*, etc.)
21 such that the order is no longer subject to further judicial review. The
22 Effective Date shall only apply if the Court has approved the Settlement.
- 23 (g) "Employees' Payment" means the total amount of the Net Settlement
24 Amount that shall be distributed to Settlement Group Members subject
25 to the "Settlement Share" calculation set forth below.
- 26 (h) "Litigation" means the civil action titled "*CORINA POTTER,*
27 *individually, on behalf of Aggrieved Employees, and as the State of*
28 *California's designated proxy under the Private Attorneys General Act*

(PAGA) and on behalf of others, Plaintiffs v. DOLLAR TREE STORES, INC., a Virginia Corporation; and DOES 1 through 50 inclusive, Defendants,” pending before the Superior Court of California, County of San Diego, Case No. 37-2023-00047808-CU-OE-CTL.

(i) “LWDA” means the California Labor and Workforce Development Agency.

(j) “Plaintiff’s Counsel” means:
 Thomas D. Rutledge
 16956 Via de Santa Fe, Suite 1847
 Rancho Santa Fe, California 92091-4606
 Telephone: (619) 886-7224

(k) “Released Claims” means any and all claims for PAGA civil penalties, whether known or unknown, arising during the Covered Period based on the facts and allegations asserted by Plaintiff in her LWDA Notice, Amended LWDA Notice filed October 31, 2023, Second Amended LWDA Notice filed February 22, 2024, Third Amended LWDA Notice filed March 28, 2024, and operative First Amended Complaint (“FAC”), including, but not limited to claims that reasonably could be premised on allegations related to and derivative of theories of failure to pay all wages (minimum, overtime, double time), including failure to pay for all time worked associated with onboarding, receiving orders from merchant vendors and making cash transaction deposits at banks, undergoing security bag checks, opening and closing store procedures, waiting in line at the register, and manipulating of time cards and deducting work hours; failure to timely pay earned wages upon separation of employment; failure to comply with meal and rest break requirements or pay premiums; failure to provide accurate itemized wage statements; failure to maintain required records; failure to reimburse necessary business expenses for bank drops and supply runs,

use of personal vehicles, personal cellular devices, uniforms, and face masks; failure to provide adequate seating; alleged failure to account for non-discretionary bonus pay and meal break premiums in determining the regular rate of pay for overtime and sick pay; failure to provide sick leave and paid time off; incursion of fees to withdraw wages from employer-issued debit cards; and failure to timely pay wages during employment, including but not limited to California Labor Code sections 96(k), 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205-206.5, 208-210, 212, 213(d), 216, 218-218.6, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 227, 227.3, 230-230.4, 230.7-231, 232-234, 245-249, 256, 351, 353, 403, 404, 432, 432.2, 432.5, 432.7, 435, 450, 510-512, 513, 551, 552, 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921-923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1198.5, 1199.5, 1290, 1292-1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2698, 2699, 2699.3, 2751, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7, the Applicable Wage Order, and any resulting claim for attorneys' fees and costs under PAGA.

- (l) "Released Parties" means Dollar Tree and its current and former, direct and indirect owners, parents, subsidiaries, predecessors and successors, brother-sister companies, and all other affiliates and related entities, and their current and former partners, employees, attorneys, agents, and other related parties including, but not limited to, Dollar Tree, Inc.

1 (m) "Settlement Administrator" means Phoenix Settlement Administration
2 who shall administer this Settlement in accordance with this Agreement.
3 The total costs of the Settlement Administrator to perform its duties
4 under this Agreement (the "Settlement Administration Fee") shall be
5 paid from the Total Settlement Amount. In no event shall Dollar Tree
6 be responsible for any additional costs for the Settlement Administrator
7 beyond any amount approved by the Court to be paid from the Total
8 Settlement Amount.

9 (n) "Settlement Group Members" means all current and former hourly, non-
10 exempt store employees of Dollar Tree in California who were paid
11 wages at any time during the Covered Period.

12
13 **Section 2. Background.**

14 (a) On August 21, 2023, Potter submitted on behalf of herself, other
15 allegedly aggrieved employees, and the State of California a notice to
16 the LWDA ("Initial LWDA Notice") alleging numerous violations of
17 the California Labor Code. On November 2, 2023, Potter filed a single
18 cause of action for civil penalties under PAGA alleging the same wage-
19 and-hour claims asserted in her Initial LWDA Notice, initiating the
20 Litigation. On October 31, 2023, Potter submitted a "First Amended
21 LWDA Notice" to the LWDA.

22 (b) On February 22, 2024, Potter submitted a "Second Amended LWDA
23 Notice" to the LWDA. On March 28, 2024, Potter submitted a "Third
24 Amended LWDA Notice" to the LWDA. Potter's Initial LWDA Notice,
25 First Amended LWDA Notice, Second Amended LWDA Notice, and
26 Third Amended LWDA Notice are collectively referred to as "Potter's
27 LWDA Notices."
28

- 1 (c) Dollar Tree has denied, and continues to deny, any wrongdoing in
2 regard to the violations alleged in Potter's LWDA Notices and all
3 complaints filed in this Litigation.
- 4 (d) Before reaching this Settlement, the Parties engaged in investigation,
5 informal discovery, motion practice, informal exchange of additional
6 information and data, settlement discussions, and mediation.
- 7 (e) This Agreement is the result of arms-length negotiation between the
8 Parties through mediation, with mediator David A. Rotman, Esq., on
9 April 8, 2024.
- 10 (f) This Settlement contemplates all of the following:
 - 11 1. Before entering into this Agreement, Potter submitted Potter's
12 LWDA Notices to the LWDA, as set forth in Section 2(a)-(b)
13 above.
 - 14 2. For the purposes of this Settlement only, and provided that no
15 notice is received from the LWDA consistent with California
16 Labor Code section 2699.3(a)(2) in response to Potter's LWDA
17 Notices, the Parties hereby stipulate and agree, subject to the
18 Court's entry of an order approving the same, Plaintiff will file a
19 First Amended Complaint ("FAC"). The FAC will (i) retain
20 Plaintiff's current factual bases for the cause of action under
21 PAGA and (ii) add all additional factual allegations set forth
22 across Potter's LWDA Notices not presently pleaded, including
23 allegations for: failure to pay for all time worked associated with
24 onboarding, receiving orders from merchant vendors and making
25 cash transaction deposits at banks, undergoing security bag
26 checks, opening and closing store procedures, waiting in line at
27 the register, and manipulating of time cards and deducting work
28 hours; alleged failure to account for non-discretionary bonus pay

and meal break premiums in determining the regular rate of pay for overtime and sick pay; failure to provide sick leave and paid time off; failure to reimburse necessary business expenses for bank drops and supply runs, use of personal vehicles, personal cellular devices, uniforms, and face masks; incursion of fees to withdraw wages from employer-issued debit cards; and alleged failure to timely pay wages during employment consistent with the Amended LWDA Notices.

3. All claims asserted in the FAC shall relate back to April 12, 2022, and Defendant agrees, for purposes of this Settlement only, not to challenge the asserted limitations period starting April 12, 2022.
4. Once the FAC is prepared and agreed to by the Parties and this Agreement is signed, Plaintiff shall file concurrently with the Court: (i) a stipulation to permit the filing of the FAC; and (ii) a motion for approval of the Settlement ("Motion for Settlement"). The Motion for Settlement shall be noticed to be heard on August 30, 2024 or thereafter if continued by the Court.
5. Should the LWDA serve notice under California Labor Code section 2699.3(a)(2) in response to any of Potter's LWDA Notices, Plaintiff shall withdraw her Motion for Settlement and this Agreement shall be null and void.
6. Should, for whatever reason, the Settlement set forth in this Agreement not be approved by the Court and/or the Effective Date not triggered, the FAC shall be deemed stricken, null and void *ab initio*, with the previously-filed complaint in the action serving as the operative pleading for the Litigation.

7. Entry of an order by the Court granting approval of the payment for settlement of the PAGA penalties, pursuant to California Labor Code section 2699(1)(2).
8. Plaintiff's (i) execution of a general release (including a waiver of California Civil Code section 1542); (ii) execution of a written form prepared and approved by Dollar Tree that shall confirm Plaintiff's obligations to report any perceived wage-and-hour issue or California Labor Code violation of which she could become aware of in the future and sent via certified mail to Dollar Tree Legal Department; and (iii) dismissal of her pending individual arbitrations against Dollar Tree and Family Dollar, LLC, with prejudice, all as described in Section 10 below.

Section 3. Plaintiff's Counsel's Fees and Expenses Payment and PAGA Representative's Payment.

- (a) Subject to the Court's approval, Plaintiff's Counsel will request and be paid from the Gross Settlement Amount, of up to Two Hundred Thousand Dollars and No Cents (\$200,000.00) for attorneys' fees plus reasonable incurred litigation costs of up to \$20,000, which Dollar Tree will not oppose. Plaintiff's Counsel agrees not to petition the Court for any additional payments for fees, costs, or interest. The total payment approved by the Court pursuant to this Section ("Plaintiff's Counsel's Fees and Expenses Payment") shall constitute full satisfaction of Dollar Tree's and/or any of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs incurred on behalf of the Plaintiff, the LWDA, and/or the Aggrieved Employees arising out of the facts and allegations asserted in the FAC, and shall relieve the Released Parties from any other claims or liability

1 to any other attorney or law firm for any attorneys' fees, expenses,
2 and/or costs to which any of them may claim to be entitled on behalf of
3 the Plaintiff, the LWDA, or the Aggrieved Employees.

4 (b) Plaintiff's Counsel may elect to have the Settlement Administrator,
5 which will be responsible for distribution of all funds from the Total
6 Settlement Amount as provided for under this Agreement, directly or
7 indirectly, disburse all or part of Plaintiff's Counsel's Fees and
8 Expenses Payment to him in periodic payments, through a structured
9 settlement and/or to an assignee. Plaintiff's Counsel will bear any and
10 all costs, fees, and expenses of administration for any periodic payments
11 of Plaintiff's Counsel's Fees and Expenses Payment and shall be fully
12 responsible for any taxes, costs, liabilities, attorneys' fees, and/or
13 penalties resulting from any issues, claims, and/or disputes arising out
14 of, related to, or incurred in connection with any such periodic
15 payments, including without limitation, any such issues, claims, and/or
16 disputes brought by the state or federal government concerning the
17 payment of taxes thereon. Plaintiff's Counsel shall indemnify, defend,
18 and hold Dollar Tree and Dollar Tree's Counsel harmless for any and
19 all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting
20 from any issues, claims, and/or disputes arising out of, related to, or
21 incurred in connection with any such periodic payments.

22 (c) To the extent the Court approves any award for attorneys' fees that is
23 less than one third of the Gross Settlement Amount, Plaintiff's Counsel
24 retains the right to appeal the Court's award. Should Plaintiff's Counsel
25 appeal the Court's award, the difference between one third of the Gross
26 Settlement Amount and the amount of attorneys' fees awarded by the
27 Court shall be retained by the Settlement Administrator in escrow,
28 pending Plaintiff's Counsel's appeal. If Plaintiff's Counsel appeals the

1 Court's award for attorneys' fees, the appeal will not delay or prevent
2 distribution of funds to settlement members; any funds held in escrow
3 will be born by Plaintiff's Counsel. In no event will Dollar Tree be
4 responsible for additional funds or any amount beyond the maximum
5 payment amount. After resolution of any appeal, any funds not awarded
6 to Plaintiff's Counsel then in possession of the Settlement Administrator
7 will be added to the Net Settlement Amount to be distributed in
8 accordance with the terms of the Agreement, and Plaintiff's Counsel
9 shall pay any additional costs incurred by the Settlement Administrator
10 for this purpose. The Attorneys' Fees and Costs are not a material term
11 of the Agreement. If the Court reduces the amount of Attorneys' Fees
12 and Costs, all other terms of this Agreement shall remain in effect.

- 13 (d) Subject to and contingent on Plaintiff performing all obligations, as
14 described in Section 10 below, Plaintiff, as PAGA Representative, will
15 be entitled to request from the Court a PAGA Representative's Payment.
16 The PAGA Representative's Payment requested shall not exceed Seven
17 Thousand Five Hundred Dollars and No Cents (\$7,500.00). Any PAGA
18 Representative's Payment approved by the Court will be paid by the
19 Settlement Administrator to Plaintiff in a lump sum, without payroll tax
20 deductions and withholding, and the Settlement Administrator will issue
21 Potter a Form 1099 as to her payment.

22
23 **Section 4. Cooperation.**

- 24 (a) The Parties will cooperate in obtaining, through the Motion for
25 Settlement, an order and judgment from the Court approving the
26 Settlement, and payment of PAGA penalties as described herein,
27 pursuant to Labor Code section 2699(1)(2), at the earliest possible date.
28

(b) If the Court does not issue a final order and judgment approving this Settlement, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution can be obtained in a manner consistent with the Court's concerns.

(c) The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, and shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of, the payment of PAGA penalties as described in this Agreement.

Section 5. Submission to the LWDA and Court Approval.

(a) In connection with the Motion for Settlement, Plaintiff's Counsel shall submit this Agreement to the Court for its approval and, at the same time, submit this Agreement to the LWDA, pursuant to California Labor Code section 2699(1)(2). Plaintiff's Counsel shall also submit to the Court a proposed order and judgment approving this Agreement, retaining jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce its terms.

(b) Should the Court not grant approval of this Agreement, including the payment of the aggregate amount of the Total Settlement Amount as described in this Agreement, then the entirety of this Agreement shall be null and void, but the Parties will use best efforts to obtain approval.

Section 6. Settlement Payment Procedures.

(a) Settlement Group Members Data.

1. No later than thirty (30) calendar days after the Court's approval of this Settlement, Dollar Tree shall provide the Settlement Administrator with a list of the Settlement Group Members (the "Settlement Group Members List").
 2. The Settlement Group Members List shall state each Settlement Group Members' (1) first and last name, (2) last known address, (3) last known phone number, (4) Social Security number, and (5) the Covered Pay Periods for each Settlement Group Member.
 3. The Settlement Group Members List shall be treated as and remain completely confidential and shall be used solely by the Settlement Administrator to manage the settlement administration process described herein. The Settlement Administrator shall not share or disclose the Settlement Group Members List to Plaintiff's Counsel, Plaintiff, or any other person or entity.
- (b) Deposit and Distribution of Settlement Fund.
1. The Agreement will be "Final" upon the occurrence of all of the following events:
 - a. As set forth in Section 2(f)(2) above, filing of the FAC and submission of the Settlement Agreement, to the Court for approval with the Motion for Settlement.
 - b. Filing the Motion for Settlement with the Court, submission of the Motion for Settlement and supporting papers, including this Agreement to the LWDA pursuant to Labor Code § 2699(1)(2).
 - c. Entry of an order and judgment by the Court approving the Settlement. If the Court does not approve filing of the FAC, grant approval of the Settlement without material

modifications, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of amounts payable for Plaintiff's Counsel's Fees and Expenses Payment or the PAGA Representative's Payment shall not be deemed a material modification of the Settlement.

d. Occurrence of the Effective Date, defined as the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, *certiorari*, etc.) such that the Judgment is no longer subject to further judicial review.

2. No more than five (5) calendar days after the Effective Date, the Settlement Administrator will provide Dollar Tree with wire transfer information.

3. No more than twenty (20) calendar days after the Effective Date, Dollar Tree will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer(s).

4. No more than fourteen (14) calendar days after Dollar Tree transfers the Total Settlement Amount to the Settlement Administrator, the Settlement Administrator shall distribute the Employees' Payment, as described in Section 6(c) below, the Plaintiff's Counsel's Fees and Expenses Payment, subject to any

1 direction by Plaintiff's Counsel as described in Section 3.b, the
2 Settlement Administration Fee, the LWDA Payment, and the
3 PAGA Representative's Payment.

4 5. Before the mailing, the Settlement Administrator shall update the
5 addresses contained in the Settlement Group Members List using
6 the National Change of Address database. If any Settlement
7 Share to a Settlement Group Member is returned as undeliverable,
8 the Settlement Administrator shall search the National Change of
9 Address database again for a more current address of the
10 Settlement Group Member and re-mail the Settlement Share to
11 any alternative or updated address that is located, within five (5)
12 calendar days.

13 6. All payments provided for by this Agreement shall be made by
14 the Settlement Administrator in accordance with this Agreement
15 and the Court's order and judgment approving this Agreement.

16 (c) Distribution of Net Settlement Amount.

17 1. Seventy Five Percent (75%) of the Net Settlement Amount shall
18 be paid to the LWDA (the "LWDA Payment").

19 2. Twenty Five Percent (25%) of the Net Settlement Amount
20 ("Employees' Payment") shall be paid to Settlement Group
21 Members as their Settlement Shares. The Settlement Shares shall
22 be treated as civil penalties for purposes of IRS reporting and the
23 Settlement Administrator shall issue a Form 1099 to each
24 Settlement Group Member for his or her Settlement Share.

25 a. The Employees' Payment shall be distributed to each
26 Settlement Group Member based on his or her respective
27 "Settlement Share."
28

- b. For purposes of calculating each Settlement Group Member's Settlement Share, each Settlement Group Member will be credited with one (1) unit for each payroll period that he or she was paid wages in California during the Covered Period ("Covered Pay Periods").
 - c. Each Settlement Group Member's Settlement Share will equal the total Settlement Shares times the ratio of (a) the Settlement Group Member's unit(s) to (b) all Settlement Group Members' units.
 3. The Settlement Administrator shall issue to all Settlement Group Members (i) a notice to each Settlement Group Member generally in the form of Exhibit A, attached hereto; (ii) a check for their respective Settlement Share; and (iii) an IRS Form 1099 for their respective Settlement Share.
 4. Checks issued to Settlement Group Members shall remain valid for one hundred eighty (180) days after mailing to the Settlement Group Member. If any Settlement Group Members fail to deposit or cash the check for their respective Settlement Shares within one hundred and eighty (180) days after the Settlement Administrator mails the distributions to the Settlement Group Members or the Settlement Share remains unclaimed for any other reason, the Settlement Administrator will send the uncashed amounts to the California State Controller, with the identity of each of the Settlement Group Members to whom the funds belong, to be held for the Settlement Group Members per the California Unclaimed Property Law, and such funds will remain the Settlement Group Members' property to the extent legally applicable.

5. The Settlement Administrator shall transmit the LWDA Payment to the LWDA as one lump sum payment.

6. If required by the Court, following distribution of the Total Settlement Amount, and transmission of any remaining funds to the Controller of the State, as detailed in Section 6(c)(4) above, the Settlement Administrator shall be responsible for preparing and Plaintiff's Counsel shall file a declaration confirming distribution of the Total Settlement Amount consistent with this Agreement.

7. The Settlement Administrator shall be responsible for the tax reporting for all payments made pursuant to this Agreement.

(d) Plaintiff, Plaintiff's Counsel, Dollar Tree, and Dollar Tree's Counsel make no representations or warranties with respect to tax consequences of any payment under this Agreement, do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, and nothing in this Agreement may be relied upon as such. Plaintiff, Plaintiff's Counsel, and Settlement Group Members will be solely responsible for correctly characterizing any compensation received under the settlement on their respective personal income tax returns for tax purposes, and paying all appropriate taxes due and penalties assessed on any and all amounts paid to them under this Settlement. Settlement Group Members will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes.

Section 7. No Admission.

This Agreement and compliance with this Agreement shall not be construed

as an admission by Dollar Tree of any liability whatsoever, or as an admission by Dollar Tree of any violations of Plaintiff's or the Settlement Group Members' rights, or any violations of any order, law, statute, duty or contract whatsoever. Dollar Tree specifically disclaims any liability to Plaintiff, any of the Settlement Group Members, the LWDA for any alleged violation of rights, or for any alleged violation of any order, law, statute, duty, or contract.

Section 8. Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties or their respective counsel, Settlement Group Members, or by a party or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any person or entity covered by this Agreement.

Section 9. Nullification.

If the Court does not grant approval of the Agreement without material modifications, or if the Court's final approval of the Agreement is reversed or materially modified on appellate review, then this Agreement shall be considered null and void. However, the Parties will make best efforts to satisfy any concerns expressed by the Court, including negotiating in good faith with respect to any suggested modification of the Agreement, to obtain approval for the Settlement. A modification of amounts payable for Plaintiff's Counsel's Fees and Expenses Payment or PAGA Representative's Payment shall not be deemed a material modification of the Settlement.

Section 10. General Release by Plaintiff.

(a) Upon the approval by the Court of this Agreement, in exchange for her PAGA Representative's Payment, Plaintiff agrees to enter into (i) a written form prepared and approved by Dollar Tree that shall confirm Plaintiff's obligations to report any perceived wage-and-hour issue or California Labor Code violation of which she could become aware of in the future and sent via certified mail to Dollar Tree Legal Department, Attn: Deputy General Counsel, Litigation, 500 Volvo Parkway, Chesapeake, CA 23320; (ii) a standalone, general release in a format acceptable to Dollar Tree, wherein she will release, acquit, and forever discharge Released Parties, or any of them, from any and all known and unknown claims; and (iii) Plaintiff's dismissal of her individual arbitrations against Dollar Tree and Family Dollar, LLC with prejudice. Through Plaintiff's general release, she will waive the protection of Civil Code section 1542, which provides:

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

(b) Plaintiff's performance of each of these expectations set forth in this Section 10 is a condition precedent to Plaintiff's receipt of the PAGA Representative's Payment.

Section 11. Confidentiality Preceding Court Approval.

Before filing of the Motion for Settlement, Plaintiff and her attorney will not issue, and have not issued, any press or other media releases or have not had any

1 communication with the press or media or anyone else, other than family members,
2 Plaintiff's financial advisors, retained experts, and vendors related to settlement
3 administration, regarding the Settlement. If, before the filing of the Motion for
4 Settlement, Plaintiff or her attorney discloses to any unauthorized party (a) that a
5 settlement has been reached or (b) any of the terms of the Settlement except as
6 required by law or to effect the Settlement, Defendant may rescind the Settlement,
7 rendering it null and void.

8
9 **Section 12. Voluntariness.**

10 This Agreement is executed voluntarily and without duress or undue
11 influence on the part of or on behalf of any of the Parties, or any other person, firm,
12 or other entity.

13
14 **Section 13. Fair, Adequate, and Reasonable Settlement.**

15 The Parties agree this Settlement is fair and reasonable and will so represent
16 to the Court.

17
18 **Section 14. Amendments.**

19 The terms and provisions of this Agreement may be amended only by a
20 written agreement that is both: (a) signed by Plaintiff, Dollar Tree, Plaintiff's
21 Counsel, and Dollar Tree's Counsel, and (b) approved by the Court. Any waiver of
22 any provision of this Agreement shall not constitute a waiver of any other provision
23 of this Agreement unless expressly so indicated otherwise.

24
25 **Section 15. Assignment.**

26 None of the rights, commitments, or obligations recognized under this
27 Agreement may be assigned by any Party, Settlement Group Member, Plaintiff's
28 Counsel, or Dollar Tree's Counsel without the express written consent of each

Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 16. Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 17. Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the Settlement.

Section 18. Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all counterparts taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile, scanned or digital signature, including DocuSign, shall be treated as an original signature for all purposes.

1 **Section 19. Dispute(s).**

2 Should any dispute(s) arise among the Parties or their respective counsel
3 regarding the implementation or interpretation of this Agreement, the Parties agree
4 to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce
5 any of the terms of this Agreement in Court or before the Court, the prevailing
6 party shall be entitled to recover reasonable attorneys' fees and costs.

7
8 **Section 20. Judgment and Continuing Jurisdiction.**

9 The Parties agree that pursuant to Code of Civil Procedure section 664.6, this
10 Agreement shall be enforceable by the Court and the Court shall retain exclusive
11 and continuing equity jurisdiction over the Litigation and over all Parties and
12 Settlement Group Members to interpret and enforce the terms, conditions, and
13 obligations of the Agreement. Plaintiff's Counsel shall submit a copy of the order
14 approving this Agreement and a copy of any other order providing for or denying
15 an award of civil penalties with prejudice to the LWDA within ten (10) days after
16 entry of the order, in compliance with California Labor Code section 2699(1)(3). If
17 Plaintiff fails to satisfy this condition in strict compliance with section 2699(1)(3) of
18 the California Labor Code, the Settlement shall be voidable at Dollar Tree's option.

19
20 **Section 21. Waiver of Right to Appeal.**

21 Provided the Court's approval of this Settlement is consistent with the
22 material terms of this Agreement, Plaintiff, Dollar Tree, and their respective
23 counsel hereby waive any and all rights to appeal from the Judgment, including all
24 rights to any post-judgment proceeding and appellate proceeding, such as a motion
25 to vacate judgment and any extraordinary writ, and the Judgment therefore will
26 become non-appealable at the time it is entered. The Parties agree there is no
27 statutory right for any Settlement Group Member to object, opt out or otherwise
28 exclude himself or herself from the Settlement. The Parties further agree there is no

right or opportunity for any Settlement Group Member to appeal the approval of the Settlement by the Court. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings, and does not include an appeal by Plaintiff to a reduction of the requested Plaintiff's Counsel's Fees and Expenses Payment. If an appeal is taken, the time for consummating this Settlement (including making payments under this Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final.

IN WITNESS WHEREOF, the Parties, Plaintiff's Counsel, and Dollar Tree's Counsel have executed this Agreement on the last date set forth below.

**APPROVED AND
ACCEPTED.**

Dated: July 17^{Cmp}, 2024

PLAINTIFF CORINA POTTER:

By: 
CORINA POTTER

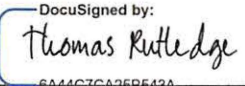
Dated: July 18, 2024

DEFENDANT DOLLAR TREE STORES,
INC.:

By: 
BETH HIRSCH BERMAN
DEPUTY GENERAL COUNSEL

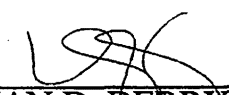
Dated: July 17, 2024

COUNSEL FOR POTTER:

By: 
THOMAS D. RUTLEDGE

1 Dated: July 17, 2024

COUNSEL FOR DOLLAR TREE STORES,
INC.:

2
3 By: 

4 RYAN D. DERRY

Exhibit 2

Exhibit 3

Timesheet for Thomas D. Rutledge ICO*Potter, et al. v. Dollar Tree Stores, Inc., et al.*

SDSC Case No.: 37-2023-00047808-CU-OE-CTL

Description	Time	Date
OF; conflict check; coms with C; drafted fee K; conflict check; Requested PF; coms with CC	8.00	3/23/2023
		3/24/2023
		3/25/2023
		3/26/2023
		3/27/2023
		3/28/2023
		3/29/2023
		3/30/2023
		3/31/2023
		4/1/2023
		4/2/2023
		4/3/2023
		4/4/2023
		4/5/2023
		4/6/2023
Coms with C	1.00	4/7/2023
		4/8/2023
		4/9/2023
		4/10/2023
RF; Research; RD; Drafted Complaint; Filed complaint with SC and LWDA; coms with C	9.00	4/11/2023
Sent certified mail to Defendant; uploaded new doc to LWDA	1.00	4/12/2023
		4/13/2023
Coms with ER	0.50	4/14/2023
		4/15/2023
		4/16/2023
		4/17/2023
		4/18/2023
Preparation for meeting; travel to meet C	0.25	4/19/2023
		4/20/2023
		4/21/2023
		4/22/2023
		4/23/2023
Coms with D; UF with Cert Mail Receipt	0.15	4/24/2023
		4/25/2023
UF	0.25	4/26/2023
		4/27/2023
		4/28/2023

		4/29/2023
		4/30/2023
		5/1/2023
UF; RD	0.35	5/2/2023
RD	0.50	5/3/2023
		5/4/2023
		5/5/2023
		5/6/2023
		5/7/2023
		5/8/2023
		5/9/2023
		5/10/2023
		5/11/2023
		5/12/2023
		5/13/2023
		5/14/2023
		5/15/2023
Coms with C	0.15	5/16/2023
Coms with C	0.25	5/17/2023
		5/18/2023
Coms with Witness	2.00	5/19/2023
		5/20/2023
UF; OF; Coms with C; Requested PF; sent complaint out for service	1.00	5/21/2023
		5/22/2023
		5/23/2023
		5/24/2023
		5/25/2023
		5/26/2023
		5/27/2023
		5/28/2023
		5/29/2023
		5/30/2023
		5/31/2023
		6/1/2023
		6/2/2023
		6/3/2023
		6/4/2023
UF; Coms with DC	0.35	6/5/2023
Drafted written discovery; Stip PO; RF; RD	4.00	6/6/2023
Interviewed AE's; coms with Aes	1.50	6/7/2023
Coms with DC; UF Angeles File; RD	1.50	6/8/2023
		6/9/2023
		6/10/2023

		6/11/2023
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		6/28/2023
		6/29/2023
		6/30/2023
		7/1/2023
		7/2/2023
		7/3/2023
		7/4/2023
Meeting with Potter via TC	0.50	7/5/2023
		7/6/2023
		7/7/2023
		7/8/2023
Drafted FAC; Filed and served FAC; Requested Potter File	1.25	7/9/2023
		7/10/2023
		7/11/2023
RC; Requested Potter file again	0.25	7/12/2023
		7/13/2023
Coms with DC	0.25	7/14/2023
Interviewed aggrieved employee; took notes of conversation; uploaded notes to file	1.00	7/15/2023
		7/16/2023
		7/17/2023
		7/18/2023
		7/19/2023
Requested Alexandria Mitchell PF	0.50	7/20/2023
PC with DC	0.15	7/21/2023
RF; Coms with Bertrand	0.50	7/22/2023

		7/23/2023
RF; coms with DC	0.25	7/24/2023
		7/25/2023
RC; UF; Coms with DC; coms with Cs	2.00	7/26/2023
		7/27/2023
		7/28/2023
		7/29/2023
		7/30/2023
		7/31/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.25	8/1/2023
		8/2/2023
		8/3/2023
		8/4/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	0.50	8/5/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	0.35	8/6/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.25	8/7/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.50	8/8/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.35	8/9/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.25	8/10/2023
		8/11/2023
		8/12/2023
		8/13/2023
		8/14/2023
		8/15/2023
		8/16/2023
Coms with DC	0.15	8/17/2023
		8/18/2023
		8/19/2023
OF; RD; Drafted PAGA Complaint; Drafted PAGA Letter	4.00	8/20/2023
RD; Drafted letters to Defendants; research; Req. Proctor records	4.00	8/20/2023
Research; Coms with D; edited PAGA Comp. & Letter; filed PAGA Complaint; coms with C	6	8/21/2023
		8/22/2023
		8/23/2023
		8/24/2023
		8/25/2023

		8/26/2023
		8/27/2023
		8/28/2023
		8/29/2023
Meeting with C; UF; Calendared dates; RD	2.00	8/30/2023
		8/31/2023
		9/1/2023
		9/2/2023
		9/3/2023
		9/4/2023
		9/5/2023
		9/6/2023
		9/7/2023
		9/8/2023
		9/9/2023
		9/10/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.35	9/11/2023
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.25	9/12/2023
		9/13/2023
		9/14/2023
		9/15/2023
		9/16/2023
		9/17/2023
		9/18/2023
		9/19/2023
		9/20/2023
		9/21/2023
		9/22/2023
		9/23/2023
UF; Calendared CMC & related deadlines	0.50	9/24/2023
		9/25/2023
Coms with DC; RF	0.5	9/26/2023
		9/27/2023
		9/28/2023
		9/29/2023
		9/30/2023
		10/1/2023
		10/2/2023
		10/3/2023
		10/4/2023
		10/5/2023

RF; RD; research	2.00	10/6/2023
RF; RD	0.50	10/7/2023
		10/8/2023
		10/9/2023
		10/10/2023
		10/11/2023
Drafted and served five demand for arbs	4.00	10/12/2023
Drafted and served five demand for arbs	4.00	10/13/2023
Drafted and served demand for arb	1.00	10/13/2023
		10/14/2023
		10/15/2023
Filed Arb. Demand	0.5	10/16/2023
Filed Arb. Demands (Five)	1.50	10/16/2023
		10/17/2023
		10/18/2023
		10/19/2023
		10/20/2023
		10/21/2023
		10/22/2023
Coms with DC	1.50	10/23/2023
PC with Cabral; coms with DC	1.50	10/24/2023
PC with DC; drafted and filed CMS	1.00	10/25/2023
JAMS Fee Waiver for Williams; RD; Coms with C	0.50	10/26/2023
UF; Coms with C	0.35	10/27/2023
Coms with JAMS; coms with clients	1.50	10/27/2023
		10/28/2023
Organized File	1.00	10/29/2023
drafted complaint; rd	7.50	10/30/2023
drafted complaint; rd; drafted PAGA Letter; filed everything	8.00	10/31/2023
Coms with staff re client	0.50	11/1/2023
Completed forms; Filed Complaint	2.00	11/2/2023
Sent complaint out for service; UF; calendared deadlines	0.50	11/3/2023
		11/4/2023
		11/5/2023
RC; Coms with D; UF; coms with C	0.75	11/6/2023
Coms with JAMS	0.25	11/7/2023
Drafted M&C Letter to DC	0.35	11/8/2023
Drafted M&C Letter to DC; coms with DC; filed Comp with LWDA	0.75	11/8/2023
travel to ct; hearing wait time;	2	11/9/2023
		11/10/2023
		11/11/2023
		11/12/2023
		11/13/2023

Coms with DC; Research stay of PAGA Issue	3.00	11/14/2023
Drafted Opp to Stay	15.00	11/15/2023
RC; Coms with DC	0.50	11/16/2023
		11/17/2023
Drafted discovery	1.00	11/18/2023
Drafted Amended PAGA Notice; RD	4	11/19/2023
Drafted & Served discovery	2.00	11/19/2023
PAGA Filing & Service	1.25	11/20/2023
		11/21/2023
		11/22/2023
		11/23/2023
		11/24/2023
		11/25/2023
		11/26/2023
Drafted M&C Letter & SSID	4.00	11/27/2023
Coms with DC; PC with JAMS; RF; UF	1.00	11/28/2023
Coms with JAMS	0.50	11/29/2023
UF; Calendared deadlines and hearings; RD	0.50	11/30/2023
		12/1/2023
		12/2/2023
		12/3/2023
RF	0.15	12/4/2023
RC	0.15	12/5/2023
		12/6/2023
		12/7/2023
		12/8/2023
		12/9/2023
		12/10/2023
		12/11/2023
Coms with JAMS; RF; research	0.25	12/12/2023
		12/13/2023
		12/14/2023
		12/15/2023
		12/16/2023
		12/17/2023
		12/18/2023
		12/19/2023
RF; Coms with DC; coms with JAMS; coms with paralegal	0.75	12/20/2023
		12/21/2023
Coms with C; Coms with DC	0.50	12/22/2023
		12/23/2023
		12/24/2023
		12/25/2023

		12/26/2023
		12/27/2023
UF	0.15	12/28/2023
RF; requestecd recrods	1	12/29/2023
		12/30/2023
		12/31/2023
		1/1/2024
		1/2/2024
Coms with JAMS/DC	0.25	1/3/2024
Coms with DC	0.15	1/4/2024
		1/5/2024
		1/6/2024
		1/7/2024
		1/8/2024
		1/9/2024
		1/10/2024
		1/11/2024
Coms with DCDrafted informal discovery letter; drafted PO and Belaire West Notice	2.00	1/12/2024
		1/13/2024
		1/14/2024
		1/15/2024
		1/16/2024
		1/17/2024
		1/18/2024
Coms with DC; travel to court	2.50	1/19/2024
		1/20/2024
		1/21/2024
Coms with arbitrator	0.25	1/22/2024
		1/23/2024
Coms with DC; RC	0.25	1/24/2024
		1/25/2024
		1/26/2024
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.35	1/27/2024
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	1.25	1/28/2024
		1/29/2024
		1/30/2024
		1/31/2024
		2/1/2024
		2/2/2024
		2/3/2024

		2/4/2024
UF; RC	0.15	2/5/2024
		2/6/2024
		2/7/2024
		2/8/2024
		2/9/2024
		2/10/2024
		2/11/2024
		2/12/2024
Coms with DC	0.25	2/13/2024
Coms with topfilers	0.25	2/13/2024
Prep for conf call	0.25	2/14/2024
RF; Coms with DC	0.50	2/14/2024
		2/15/2024
Amended PAGA Complaint; Coms with DC; RF; Researched other cases	7.00	2/16/2024
		2/17/2024
		2/18/2024
		2/19/2024
Coms with CC	0.25	2/20/2024
RF; LM w/DC	0.15	2/20/2024
PC with DC; Amended PAGA Complaint	1.00	2/21/2024
Coms with CC	0.15	2/21/2024
Filed Amended PAGA Notice; Mailed the same	1.00	2/22/2024
		2/23/2024
		2/24/2024
		2/25/2024
		2/26/2024
Coms with DC; RF; Sent Wire	1.50	2/27/2024
Coms with CC	0.15	2/27/2024
		2/28/2024
		2/29/2024
		3/1/2024
		3/2/2024
		3/3/2024
		3/4/2024
		3/5/2024
		3/6/2024
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	0.75	3/7/2024
Interviewed aggrieved employees/witnesses; took notes of conversation; uploaded notes to file	0.35	3/8/2024
		3/9/2024
		3/10/2024

		3/11/2024
		3/12/2024
		3/13/2024
		3/14/2024
		3/15/2024
		3/16/2024
		3/17/2024
Mediation Preparation (MP)	6.00	3/18/2024
MP	5.00	3/19/2024
MP	4.00	3/20/2024
MP	4.50	3/21/2024
RF; RC; Coms with DC; RD; drafted CMS; Filed CMS	1.50	3/22/2024
		3/23/2024
		3/24/2024
Mediation Preparation (MP)	3.00	3/25/2024
MP	4.50	3/26/2024
MP	6.00	3/27/2024
Coms with DC; MP	8.00	3/28/2024
Coms with DC; MP	8.00	3/29/2024
		3/30/2024
		3/31/2024
MP	5.00	4/1/2024
MP	5.25	4/2/2024
MP	5.75	4/3/2024
MP	5.35	4/4/2024
MP	6.00	4/5/2024
		4/6/2024
		4/7/2024
Mediation	6.00	4/8/2024
RD; Coms with DC; Edited MOU	2.00	4/9/2024
Coms with DC	0.15	4/10/2024
RD; coms with Ct.; Coms with DC	0.50	4/11/2024
Coms with DC; UF	0.50	4/12/2024
		4/13/2024
		4/14/2024
		4/15/2024
		4/16/2024
Coms with DC	0.15	4/17/2024
RF; Coms with DC	0.25	4/18/2024
		4/19/2024
		4/20/2024
		4/21/2024
		4/22/2024

		4/23/2024
		4/24/2024
Bids; RF	0.25	4/25/2024
RD; Edited Stip; coms with DC	0.50	4/26/2024
		4/27/2024
		4/28/2024
RC; Coms with DC	0.25	4/29/2024
SA	0.25	4/29/2024
		4/30/2024
RF; Coms with DC	0.25	5/1/2024
		5/2/2024
		5/3/2024
		5/4/2024
UF; Coms with DC	0.50	5/5/2024
		5/6/2024
		5/7/2024
Coms with DC & with C	0.25	5/8/2024
coms with Phoenix	0.25	5/8/2024
		5/9/2024
		5/10/2024
		5/11/2024
		5/12/2024
Reviewed SA; Coms with DC	4.00	5/13/2024
		5/14/2024
Coms with DC; coms with C	1.00	5/15/2024
		5/16/2024
		5/17/2024
		5/18/2024
		5/19/2024
		5/20/2024
		5/21/2024
		5/22/2024
		5/23/2024
		5/24/2024
		5/25/2024
		5/26/2024
Coms with DC	0.25	5/27/2024
		5/28/2024
		5/29/2024
		5/30/2024
		5/31/2024
		6/1/2024

Did an accounting; RC; RD; Revised the PAGA Notice Defendant Prepared; Coms with DC; drafted FAC; drafted stip to file FAC	4.00	6/2/2024
RC	0.15	6/3/2024
Coms with DC; RC	0.25	6/4/2024
SA	0.25	6/4/2024
SA	0.25	6/5/2024
		6/6/2024
		6/7/2024
		6/8/2024
		6/9/2024
		6/10/2024
		6/11/2024
		6/12/2024
		6/13/2024
		6/14/2024
		6/15/2024
		6/16/2024
		6/17/2024
		6/18/2024
		6/19/2024
		6/20/2024
		6/21/2024
		6/22/2024
		6/23/2024
		6/24/2024
		6/25/2024
		6/26/2024
		6/27/2024
		6/28/2024
		6/29/2024
		6/30/2024
		7/1/2024
		7/2/2024
		7/3/2024
		7/4/2024
		7/5/2024
		7/6/2024
		7/7/2024
		7/8/2024
		7/9/2024
		7/10/2024
RD; Coms with DC	0.35	7/11/2024
		7/12/2024

		7/13/2024
		7/14/2024
		7/15/2024
Edited Stip; Coms with DC; Coms with C	1.25	7/16/2024
		7/17/2024
		7/18/2024
		7/19/2024
		7/20/2024
		7/21/2024
Drafted moving papers	4.00	7/22/2024
Drafted moving papers	4.00	7/23/2024
Drafted moving papers	4.00	7/24/2024
Drafted moving papers	4.00	7/25/2024
Coms with DC	0.50	7/26/2024
		7/27/2024
		7/28/2024
		7/29/2024
		7/30/2024
		7/31/2024
Edited moving papers	2.00	8/1/2024
Edited moving papers	2.00	8/2/2024
		8/3/2024
		8/4/2024
Filed moving papers with LWDA and the Court	1.00	8/5/2024
		8/6/2024
		8/7/2024
		8/8/2024
		8/9/2024
		8/10/2024
		8/11/2024
		8/12/2024
		8/13/2024
		8/14/2024
		8/15/2024
		8/16/2024
		8/17/2024
		8/18/2024
		8/19/2024
		8/20/2024
		8/21/2024
		8/22/2024
		8/23/2024
		8/24/2024

		8/25/2024
		8/26/2024
		8/27/2024
		8/28/2024
		8/29/2024
Est. travel to hearing, hearing, and return travel	2.00	8/30/2024
Est. post Judgement work (e.g., file judgement with LWDA, communicate with SA, Coms with DC, Coms with C, etc.)	12.00	8/31/2024
TOTAL HOURS	303.60	

Exhibit 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

Exhibit 5

The Mail Store
9740 Campo Road
Spring Valley, CA 91977
(619) 464-1712 Phone
(619) 741-4639 Fax
www.themailstoreonline.com

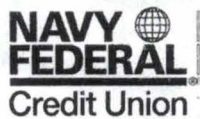
USPS First Class Mail Flat 14.07
Track #: 70210350000188018402
Ret Rcpt: 9590940268661104153010
Food 4.99
Food 8.99

SUBTOTAL 28.05
TAX 0.00
TOTAL 28.05
TEND Visa 28.05

Total shipments: 0
Customer: None selected
Sebastian 04/12/2023
#209556 12:03 PM
Workstation: 0 - Master Workstation
CCTran#

Thank you for your business

Visit Our Web Site
to track your packages
www.themailstoreonline.com



February 29, 2024

11:57:06 AM ET

THOMAS D RUTLEDGE
16956 VIA DE SANTA FE STE 1847
RCHO SANTA FE CA 92091

Bank Wire Transfer Receipt

Payee:	David A. Rotman
Payee Bank:	Bank of America, NA
Confirmation Number:	OPF1549451444

Amount Sent:	\$13,250.00
Transfer Fees:	\$14.00
Total:	\$13,264.00

Based on the information provided, we initiated the above transaction on your behalf. If you think an error has occurred, please contact us immediately at 1-888-842-6328. Visit navyfederal.org for a complete list of international toll-free numbers or to send us a secure message.

California Civil Process

5425 Palm Avenue
Sacramento, CA 95841

INVOICE: 9877209

Issued: Nov 8, 2023
Sent to: Thomas D. Rutledge (SBN 200497)

Thomas D. Rutledge

Thomas D. Rutledge (SBN 200497)
500 W Harbor Dr Suite 1113
San Diego, CA 92101

PAY TO:

California Civil Process
5425 Palm Avenue
Sacramento, CA 95841

PAID

Case: 37-2023-00047808-CU-OE-CTL Job: 9877209 (Potter)	Plaintiff / Petitioner: Corina Potter; et al. Defendant / Respondent: Dollar Tree Stories, Inc.; et al.
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Item	Description	Cost	Quantity	Total
Credit Card Fee	Five percent of total invoice. If paying by check, you can wave this fee.	\$0.05	45	\$2.25
RA - Discounted	Discounted service for CSC, CT Corporation, and other agents at the same location.	\$45.00	1	\$45.00

Payment	Description	Amount Paid
Nov 8, 2023	thomasrutledgelaw@gmail.com Paid Online Payment ID: ch_3OAPDXBsonywdDJH1VoRrtFH	(\$47.25)

Thank you for your business. Please make checks payable to "California Civil Process."
Late fees of \$15 will be applied to invoices after 30 days. If your invoice includes a fee advance greater than \$20, the invoice will need to be paid prior to service being completed.

Total: \$47.25
Amount Paid: (\$47.25)
Balance Due: \$0.00

Please leave us a review at <http://reviews.calcivpro.com>

California Civil Process • 5425 Palm Avenue, Sacramento, CA 95841

Call: 916-373-9065 • Email: service@calcivpro.com • Visit: <http://www.calcivpro.com>

DAVID A. ROTMAN
MEDIATED NEGOTIATIONS

Telephone (415) 543-3366
www.DavidRotman.net

February 29, 2024

VIA ELECTRONIC MAIL ONLY

Ryan Derry, Esq.
Paul Hastings Janofsky & Walker
ryanderry@paulhastings.com

Re: Potter, et al. v. Dollar Tree Stores, Inc., et al.
File Number: 24714
Your Client: Dollar Tree Stores, Inc., et al.

INVOICE

Mediation Services Rendered on April 8, 2023 (Total Fee \$26,500.00)	\$13,250.00
Balance	<u>\$13,250.00</u>

PAYMENT DUE MARCH 11, 2023

***** **PLEASE PUT FILE NAME/NUMBER ON PAYMENT** *****

ELECTRONIC PAYMENTS ARE REQUIRED

Wire Transfer (preferred):

ABA REDACTED
Bank: Bank of America, N.A.
222 Broadway, New York, NY 10038
Account Number 000033437823
Account Name David A. Rotman

ACH Transfer:

Routing Number REDACTED
Account Number REDACTED
Account Name David A. Rotman

David A. Rotman (TIN
#REDACTED)

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On August 5, 2024, I served the foregoing document(s) described as:

**DECLARATION OF THOMAS D. RUTLEDGE ISO PLAINTIFFS'
UNOPPOSED MOTION AND MOTION TO APPROVE PAGA
SETTLEMENT**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☐ (BY MAIL) I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ (BY E-MAIL) I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email to the recipients' business email addresses identified above.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

Executed August 5, 2024, at San Diego, California.

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

THOMAS D. RUTLEDGE
/s/THOMAS D. RUTLEDGE

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