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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

CHRISTINA AWAD and SCOTT FORD,
on behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

PRO UNLIMITED, INC., a Corporation;
BIOMARIN PHARMACEUTICAL INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIV2300419

**DECLARATION OF KRISTEN M. AGNEW IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: February 5, 2025

Time: 1:30 p.m.

Dept: H

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs
4 Christina Awad and Scott Ford (collectively, "Plaintiffs"). I have personal knowledge of the
5 facts set forth below and if called to testify I could and would do so competently.

6 2. As demonstrated herein, from the inception of the case, Plaintiffs' Counsel has
7 zealously represented the interests of the PAGA Group Members.

8 **PROCEDURAL HISTORY OF AWAD**

9 3. On November 29, 2022, Plaintiff Christina Awad ("Plaintiff Awad") submitted a
10 written notice under Labor Code section 2699.3 to the California Labor and Workforce
11 Development Agency ("LWDA") alleging that Defendants Magnit, LLC (f.k.a. PRO Unlimited,
12 Inc.) ("Defendant Magnit") and BioMarin Pharmaceutical Inc. ("Defendant BioMarin")
13 (collectively "Defendants") violated Labor Code sections 201-203, 204, 210, 221, 226, 226.7,
14 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, CCR Title 8, Sections
15 11040(5)(A)-(B) & 11070(14), and applicable Wage Orders ("Awad PAGA Notice"). Attached
16 hereto as **Exhibit 2** is a true and correct copy of the Awad PAGA Notice.

17 4. On January 25, 2023, Defendants filed a Demand for Arbitration in the matter
18 entitled, *Christina Awad v. Magnit, LLC (f/k/a PRO Unlimited, Inc.) and BioMarin*
19 *Pharmaceutical Inc.*, AAA Case No. 01-23-0000-3331, with the American Arbitration
20 Association.

21 5. On February 15, 2023, Plaintiff Awad filed a Representative Action Complaint in
22 the matter entitled, *Christina Awad v. Magnit (f.k.a. PRO Unlimited, Inc.) and BioMarin*
23 *Pharmaceutical Inc.*, Superior Court of California, County of Marin, Case No. CIV2300419 (the
24 "Action"). Plaintiff Awad asserts a single cause of action for violation of Labor Code section
25 2698, *et seq.* ("PAGA") predicated on the Labor Code violations set forth in the Awad PAGA
26 Notice.

27 6. On July 6, 2023, the Court granted Defendant Magnit's motion to compel Plaintiff
28 Awad's individual PAGA claim to arbitration and ordered the representative PAGA claims

1 stayed pending resolution of the arbitration, after Defendant BioMarin filed a joinder in the
2 motion on or about May 17, 2023.

3 7. Plaintiff Awad and Defendants served initial disclosures. Plaintiff Awad also
4 served four (4) sets of supplemental initial disclosures. The initial disclosures identified relevant
5 documents and witnesses and set forth a penalties of analysis of Plaintiff Awad's individual
6 claims. Defendants also produced Plaintiff Awad's time and payroll records, personnel file, and
7 employee handbook, which contained the applicable wage and hour policies. Defendants also
8 took a full day deposition of Plaintiff Awad.

9 **PROCEDURAL HISTORY OF FORD**

10 8. On August 7, 2023, Plaintiff Ford submitted a written notice under Labor Code
11 section 2699.3 to the California Labor and Workforce Development Agency LWDA alleging
12 that Defendant BioMarin violated Labor Code sections 201, 202, 203, 226(a), 226.7, 246 and
13 512 pursuant to Labor Code section 2699 ("Ford PAGA Notice"). Attached hereto as **Exhibit 3**
14 is a true and correct copy of the Ford PAGA Notice.

15 9. On August 16, 2023, Plaintiff Ford filed a Class Action Complaint in the matter
16 entitled, *Scott Ford v. BioMarin Pharmaceutical Inc.*, Superior Court of California, County of
17 Marin, Case No. CV0000674 ("*Ford* Action"). The original complaint asserted class claims
18 predicated on the Labor Code violations set forth in the Ford PAGA Notice.

19 10. On October 2, 2023, Plaintiff Ford filed a First Amended Representative Action
20 Complaint in the *Ford* Action. As set forth in the First Amended Representative Action
21 Complaint, Plaintiff Ford asserts a single cause of action for violation of PAGA predicated on
22 the Labor Code violations set forth in the Ford PAGA Notice.

23 11. On December 1, 2023, the Court in the *Ford* Action granted Defendant
24 BioMarin's motion to compel arbitration of Plaintiff Ford's individual PAGA claims and stayed
25 the representative PAGA claims pending resolution of the arbitration.

26 12. On December 14, 2023, Plaintiff Ford filed a Demand for Arbitration with JAMS
27 in the matter of *Scott Ford v. BioMarin Pharmaceutical Inc.*, JAMS Arbitration Reference No.
28 5100001721 ("*Ford* Arbitration"). The demand for arbitration alleges Defendant BioMarin: (1)

1 failed to incorporate all non-discretionary incentive wages in the regular rate of pay used to
2 calculate and pay meal/rest period premiums; (2) failed to incorporate all non-discretionary
3 incentive wages in the regular rate of pay used to calculate and pay sick wages; (3) failed to
4 provide accurate itemized wage statements; and (4) engaged in unfair and unlawful business
5 practices.

6 13. Following the submission of Plaintiff Ford's individual claims to arbitration,
7 Plaintiff Ford and Defendant BioMarin met and conferred to discuss the factual allegations and
8 the merits of their respective claims and defenses.

9 14. Plaintiff Ford and Defendant BioMarin exchanged initial disclosures. The initial
10 disclosures identified relevant documents and witnesses and set forth an analysis of the potential
11 penalties Plaintiff Ford could recover in relation to his individual claims. Defendant BioMarin
12 produced Plaintiff Ford's time and payroll records, personnel file, and employee handbook,
13 which contained the applicable wage and hour policies.

14 **GLOBAL MEDIATION**

15 15. In or around May 2024, the Parties agreed to early mediation to try and resolve all
16 claims alleged in the Action and *Ford* Arbitration.

17 16. In lieu of formal discovery, Defendant BioMarin provided Plaintiffs' Counsel
18 with relevant policies, and pay/time records for twenty-five percent (25%) of non-exempt
19 employees working in California during the period of November 29, 2021 to July 7, 2024.

20 17. Defendant Magnit provided Plaintiff Awad's counsel with relevant written
21 policies and time/pay records for a random sample constituting twenty-five percent (25%) of
22 non-exempt contingent workers of Defendant Magnit assigned to work at Defendant BioMarin
23 working in California during the period of November 29, 2021 through May 2024.

24 18. Plaintiffs' Counsel retained Berger Consulting Group to analyze the time and
25 payroll records produced by Defendants. Berger Consulting extrapolated the payroll data by
26 Defendants, which Plaintiffs' Counsel utilized to prepare a penalties analysis as to the value of
27 the PAGA claims.

28 19. Plaintiffs' Counsel also investigated the applicable law as applied to the facts

1 discovered regarding Plaintiffs' alleged claims and potential defenses thereto. Thus, I entered
2 mediation with a clear understanding of Defendants' maximum exposure.

3 20. On September 24, 2024, the Parties participated in an all-day global mediation
4 with the Honorable Brian C. Walsh (Ret.). After extended negotiations conducted at arm's
5 length, and upon presentation of a mediator's proposal, the Parties reached the present
6 settlement. The Parties thereafter worked to memorialize the terms of the settlement in
7 Memorandum of Understanding.

8 21. The Parties subsequently negotiated and executed the Joint Stipulation of
9 Settlement and Release ("Agreement" or "Settlement Agreement") under the Private Attorneys
10 General Act, California Labor Code section 2698 *et seq.* A true and correct copy of the
11 Settlement Agreement is attached hereto as **Exhibit 1**.

12 **THE OPERATIVE COMPLAINT**

13 22. As a condition of settlement, Plaintiffs agreed to stipulate to the filing of a First
14 Amended Representative Action Complaint in the Action, in order to add Plaintiff Ford as a
15 PAGA representative and to include any and all claims and theories alleged in the *Ford* Action
16 that were not already alleged in the Action, if any.

17 23. On January 3, 2025, Plaintiff Awad filed the First Amended Representative
18 Action Complaint (the "FAC"). The FAC adds Plaintiff Ford as a PAGA representative and
19 includes any and all claims and theories alleged in the *Ford* Action that were not already alleged
20 in the Action. The FAC is the operative complaint.

21 24. On January 6, 2024, Plaintiff Ford filed a request for dismissal without prejudice
22 of the *Ford* Action.

23 **MONETARY TERMS OF SETTLEMENT**

24 25. As defined by the Agreement, "PAGA Group Members" means (i) all past and
25 present, California based, non-exempt employees of Defendant Magnit assigned to work at
26 Defendant BioMarin as contingent workers at any time during the PAGA Period ("Magnit
27 PAGA Group Members"); and (ii) all past and present non-exempt California employees of
28 Defendant BioMarin employed at any time during the PAGA Period ("BioMarin PAGA Group

Members”). *See* Settlement Agreement (“SA”) § II-K. The PAGA Period is the period of November 29, 2021 through December 27, 2024. *See id.* at § II-N. Defendants have determined that there are approximately 938 PAGA Group Members. *See id.* at § II-K.

26. The Settlement Agreement requires Defendants to pay the gross amount of Four Hundred Thousand Dollars (\$400,000.00) (“Gross Settlement Amount”). *See* SA §§ II-F, IV-A. Based on the Gross Settlement Amount, Defendants will pay approximately \$10.30 per pay period to resolve the claims alleged in the operative FAC.

27. The Gross Settlement Amount was calculated with, and is premised on, Defendants’ representation that PAGA Group Members worked approximately 38,798 pay periods during the period of November 29, 2021 through September 24, 2024. *See* SA § IV-B. Should the number of Qualifying Pay Periods worked by PAGA Group Members during the PAGA Period exceed 38,798 by more than ten percent (10%) (*i.e.* 42,678 or more pay periods), the Gross Settlement Amount shall be increased proportionally to the amount of the total increase above ten percent (10%) or Defendants may elect to close the release period as of the time the total pay periods reaches 42,678 pay periods. *See id.*

28. Seventy-five percent (75%) of the balance of the Gross Settlement Amount remaining after deductions for Attorneys’ Fees and Costs, and Settlement Administration Costs is the “LWDA Payment.” *See* SA § II-H. Assuming that the Court approves attorney’s fees (\$133,333.33), actual litigation costs (\$30,271.12) and the Settlement Administration Costs (\$9,750), I estimate that the LWDA Payment will total \$169,984.16. The remaining twenty-five percent (25%) is the Net Settlement Amount and will be available for distribution to PAGA Group Members. *See* SA § II-I. I estimate that the Net Settlement Amount will total \$56,661.39. Thus, I estimate that in total \$226,645.55 will be available for distribution to the LWDA and PAGA Group Members.

29. As part of the Settlement, Defendants do not object to Plaintiffs’ Counsel’s request for attorneys’ fees of approximately one-third of the Gross Settlement Amount, *i.e.*, currently the sum of One Hundred Thirty-Three Thousand Three-Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33), and reimbursement for litigation costs, subject to the

1 Court finally approving this Settlement. *See* SA II-B. At the time the Parties negotiated the
2 Settlement Agreement, Plaintiffs' Counsel did not have a final tally of the litigation costs
3 incurred to date. Plaintiff's Counsel's anticipated actual litigation costs total \$30,271.12, which
4 includes \$22,445.35 costs incurred by Blumenthal Nordrehaug Bhowmik De Blouw LLP, and
5 \$7,825.77 in costs incurred by Diversity Law Group, P.C. Any portion of the requested
6 attorneys' fees and/or costs not approved by the Court shall be added to the amount available for
7 distribution to the LWDA and PAGA Group Members. *See id.*

8 30. Finally, the Settlement provides for the payment of the fees and expenses
9 reasonably incurred by the Settlement Administrator. *See* SA §§ II-T, III-E. The Parties have
10 agreed to utilize CPT Group to administer the settlement. *See id.* at § II-T. The administration
11 costs are estimated to be Nine Thousand Seven Hundred Fifty Dollars (\$9,750). *See id.* at §§ II-
12 T, III-E. Plaintiffs' Counsel believes that the fee is reasonable and should be approved.

13 **PAYMENTS TO PAGA GROUP MEMBERS AND THE LWDA**

14 31. The Individual Settlement Payments to each PAGA Group Member will be based
15 on the number of Qualifying Pay Periods he or she worked. *See* SA § IV-G. The term
16 "Qualifying Pay Period(s)" means a pay period in which (i) Magnit PAGA Group Members who
17 worked as contingent workers at Defendant BioMarin during the PAGA Period; and (ii)
18 BioMarin PAGA Group Members who worked at Defendant BioMarin during the PAGA Period.
19 *See id.* at § II-V.

20 32. Based on the number of PAGA Group Members (938), employees will be entitled
21 to recover, on average, up to approximately \$60.40 each. The amount any particular PAGA
22 Group Member will be entitled to recover will be greater or lower than this average depending
23 on the number of Qualifying Pay Period in which the employee worked, with some entitled to
24 receive more, and others less. This is fair, as it directly allocates greater penalties to individual
25 PAGA Group Members who have allegedly suffered greater harm. The Individual Settlement
26 Payments to PAGA Group Members shall be categorized as penalties for tax purposes. *See* SA §
27 IV-H.

28 33. If any checks from the Settlement remain uncashed after 90 days, the Settlement

1 Administrator will distribute the funds represented by the uncashed checks to the State of
2 California Unclaimed Property Fund in the name of the PAGA Group Member whose check
3 went uncashed. *See* SA § V-E.

4 **FAIRNESS OF THE SETTLEMENT**

5 34. Due to the discretionary nature of PAGA penalties, PAGA civil penalties are
6 difficult to evaluate. Defendants have indicated that PAGA Group Members worked
7 approximately 38,798 pay periods during the period of November 29, 2021 through September
8 24, 2024. Assuming that Plaintiffs were to prevail on the merits of the PAGA claim, applying the
9 standard penalty of \$100 per pay period yields \$3,879,800 in potential liability.

10 35. The above penalty calculations assume that Plaintiffs will prevail on the merits. In
11 order to prevail, Plaintiffs would be required at trial to provide each PAGA Group Member
12 experienced one or more violation(s) of the Labor Code during every pay period in the
13 Settlement Period. However, Plaintiffs' claims are contested. Furthermore, the penalty
14 calculation also assumes that the Court would award full PAGA penalties for each pay period
15 during the Settlement Period. However, based on the arguments set for the below, the PAGA
16 penalties are subject to reduction.

17 36. **Unpaid Minimum and Overtime Wages Associated With Off-the-Clock**
18 **Work.** Plaintiffs contend that Defendants failed to pay PAGA Group Members for all hours
19 worked. More specifically, Plaintiffs allege that Defendants communicated with the PAGA
20 Group Members when they were off the clock by text and cell phone calls. Plaintiffs further
21 allege that Defendants required that the PAGA Group Members who worked with sensitive and
22 dangerous lab equipment don and doff their gowns, hair nets, booties, gloves and safety goggles
23 off the clock prior to their shifts so they could be ready to work right at the start of their shifts.

24 37. Defendants argue that they complied with the law, had lawful and compliant
25 practices, and paid all earned wages to PAGA Group Members. Defendants' written policies
26 strictly prohibit non-exempt employees from working off the clock for any reason. Defendants
27 further maintain that employees are consistently instructed to accurately record their work start
28 and end times. Furthermore, employees attend orientation, during which they are trained on a

1 variety of policies and procedures, including various aspects of wage and hour compliance. As
2 part of this orientation, employees receive instruction regarding the accurate reporting of
3 overtime hours.

4 38. Relatedly, Defendants further argue that the off-the-clock claims are not suitable
5 to be adjudicated on a representative basis because its policies and training materials required
6 accurate recording of time and prohibited off-the-clock work. As argued by Defendants, any
7 occasional off-the-clock work was a function of employee choice rather than intended unpaid
8 duties.

9 39. Defendants also argue that a finding of liability is contingent on proof that
10 Defendants knew or should have known that off-the-clock work was occurring. Plaintiffs,
11 however, contend that supervisory personnel knew of these pre and post clock duties and never
12 instructed or required that the clock edits be made. Nonetheless, in the absence of a uniform
13 policy that requires off-the-clock work, Defendants argue that Plaintiffs will not be able to
14 establish the requisite knowledge through common proof.

15 40. **Meal/Rest Period Violation.** Plaintiffs contend that Defendants failed to provide
16 compliant meal and rest periods to PAGA Group Members. Plaintiffs allege that the nature of
17 work performed by PAGA Group Members, coupled with Defendants' staffing model resulted in
18 PAGA Group Members remaining on-duty for the duration of their shifts. More specifically,
19 Plaintiffs maintain that PAGA Group Members worked with bio-reactors and complex lab
20 equipment to facilitate the drug manufacturing processes for Defendant BioMarin. The lab
21 equipment required constant monitoring throughout the workday. However, Defendants did not
22 provide appropriate or timely relief for break. Relatedly, PAGA Group Members could not exit
23 the lab for timely meal breaks. Although Berger Consulting Group estimates a 15.2% violation
24 rate for meal periods, Plaintiffs allege that the timekeeping records themselves are inaccurate.
25 Rather than track and record timely meal periods for its employees, Defendants required
26 employees to enter their meal periods, even if they were not taken, or taken late. In this respect,
27 more than half of recorded meal periods are exactly 30 minutes in length.

28 41. Defendants maintain that PAGA Group Members were provided with duty-free

1 meal and rest periods. I reviewed Defendant Magnit and Defendant BioMarin's respective meal
2 and rest period policies. The policies instruct employees to take duty-free breaks. The policies
3 further advise that employees will be relieved of all duty and Defendants will not exercise
4 control over workers' activities. Defendants' time records also indicate the payment of meal
5 premiums, when time records indicated a facially non-compliant meal period. A PAGA Group
6 Member who involuntarily misses a meal or rest break, the employee is required to immediately
7 report this to management. Employees were also responsible for entering their own meal break
8 times (in addition to their work time). Absent such notification or complaint, the employee's
9 submission of time records for each payroll period is accepted by Defendants as certifying that
10 all meal and rest periods were provided. Thus, according to Defendants, an adjudication of the
11 alleged meal and rest period violation would require individualized assessments as to the
12 circumstances of each missed, delayed or interrupted break. Defendants further argue that, even
13 if Plaintiffs were able to establish that some PAGA Group Members experienced a meal and/or
14 rest period violation, such a claim would not be manageable.

15 42. **Sick Pay and Meal/Rest Period Regular Rate Violation.** Plaintiffs allege that
16 Defendants' method of calculation for payment of sick pay and meal/rest period premium
17 compensation fails to accurately apply a regular rate that includes various non-discretionary
18 incentives, including shift premiums and bonuses. Although some sick and meal premium offsets
19 were paid, Berger Consulting Group determined that overall there is still a net underpayment.

20 43. Defendants deny Plaintiffs' regular rate of pay allegations. Defendant BioMarin
21 maintains that it proactively revised the rate used to pay meal premiums and sick pay to an
22 employee's "regular rate of pay," as of October 16, 2021. Berger Consulting Group identified
23 instances where Defendant BioMarin appeared to underpay sick pay and meal/rest period
24 premium compensation. Defendant BioMarin, however, maintains that Plaintiffs fail to take into
25 account true-up payment made in subsequent pay periods. Plaintiffs recognize that adjustments
26 to the regular rate made in subsequent pay periods can be highly technical and difficult to track.
27 If Defendant BioMarin properly adjusted sick pay and meal/rest period premium payments, there
28 would be no regular rate violation. Defendant Magnit also contends that its payment of overtime

1 and meal premiums were also lawful, either at the regular rate of pay or an even higher pay rate
2 if the employee worked at multiple shift rates.

3 **44. Failure to Provide Accurate Wage Statements.** Plaintiffs allege that whenever
4 Defendant BioMarin paid overtime and/or doubletime wages were paid, including, but not
5 limited to, Overtime, Doubletime Pay, OT Shift, and DT Shift wages, the corresponding wage
6 statements failed to identify the applicable hourly rate and/or hours for such wages. Rather, when
7 the applicable rate and hours shown on the wage statements are multiplied, it does not equate to
8 the amount of wages being paid. Defendants maintain their wage statements comply with the
9 plain language of Labor Code section 226(a).

10 **45.** Plaintiffs also allege a derivative wage statement violation. As a result of the
11 alleged underpayment and/or non-payment of wages to PAGA Group Members, Plaintiffs
12 contend that the wage statements omit information required by Labor Code 226, including all
13 applicable hourly rates and the total hours worked. As argued by Defendants, Plaintiffs'
14 derivative wage statement violation is vulnerable to a motion for summary judgment based on
15 the weaknesses of the underlying primary claims.

16 **46. Unpaid Business Expenses.** Plaintiffs allege that PAGA Group Members
17 incurred expenses while performing reasonable and necessary work-related duties. Plaintiffs
18 maintain that PAGA Group Members were regularly required to use their personal cell phones to
19 call and text supervisors during their shifts. Employees were not reimbursed for those costs.

20 **47.** Defendants, however, respond that PAGA Group Members were not required to
21 use their cell phones for business purposes. Defendants also deny having knowledge of such use
22 during the PAGA Period. Defendant BioMarin's policy prohibits personal cellphone use for
23 work purposes. Defendants further maintain that their written policies instructed PAGA Group
24 Members to submit any expenses made necessary by work duties. Defendants contend that the
25 law does not require an employer to be responsible for expenses it does not know about.

26 **48.** In negotiating the amount of the settlement, I took into account the strengths and
27 weaknesses of each alleged violation and the inherent uncertainty in the potential recovery in a
28 PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties

1 where "...if, based on the facts and circumstances of the particular case, to do otherwise, would
2 result in an award that is unjust, arbitrary and oppressive, or confiscatory." See Cal. Labor Code
3 § 2699(e)(2). Assuming that Plaintiffs prevailed on liability, under the facts of this case, I
4 appreciate the substantial risk that Defendants could present a persuasive argument to reduce the
5 amount of PAGA penalties at trial.

6 49. In this case, Defendants asserted that a substantial reduction in potential PAGA
7 penalties was warranted because: (1) even assuming that Plaintiffs could establish the predicate
8 violations, the alleged violations were inadvertent; (2) PAGA Group Members did not suffer
9 substantial economic harm as a result of the alleged violations of Labor Code; and (3)
10 Defendants have a demonstrated history of actively seeking to comply with wage/hour
11 requirements and voluntarily making improvements to its compliance systems, including an audit
12 that resulted in the voluntary payment of unpaid wages to PAGA Group Members before the
13 start of the PAGA Period. Thus, Defendants contend that no PAGA penalties were needed to
14 punish or deter Defendants for its inadvertent behavior, much less to deter it from committing
15 any future violations that were completely foreclosed by its new payroll practices.

16 50. I am also aware that Courts routinely award far less than the statutory maximum
17 amount of civil penalties, even where an underlying violation of the Labor Code is found. As
18 shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff
19 prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty
20 amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal.
21 App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper.
22 *Id.* at 539; see *O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal.,
23 2016). Thus, assuming that the Court uses *Carrington* as a benchmark and assesses PAGA
24 penalties of approximately 10% of \$3,879,800, a more realistic estimate of the maximum PAGA
25 penalties at issue is \$387,980.

26 51. Assuming that the Court applies the standard penalty of \$100 per pay period
27 (\$3,879,800), the Gross Settlement Amount (\$400,000) amounts to approximately 10.30% of the
28 total estimated liability. Settlement for this reduced value allows for the distribution of penalties

1 in an amount which accounts for the risk of continued litigation, and Defendants' likely
2 arguments that higher penalties would have been confiscatory.

3 52. Even though I strongly believe that Plaintiffs can prevail at trial, given
4 Defendants' potential defenses to the alleged violations at issue, the risks and costs of continued
5 litigation, I believe that the Settlement is fair and reasonable. After taking into account sharply
6 disputed factual and legal issues involved in this litigation, the merits of Defendants' potential
7 defenses, and the significant delay and potential appellate issues inherent to litigation, I have
8 concluded that settlement on the terms set forth in the Settlement Agreement is appropriate and
9 in the best interests of Plaintiffs and the PAGA Group Members.

10 **ATTORNEY EXPERIENCE**

11 53. Diversity Law Group has a great deal of experience in wage and hour class action
12 litigation and has been approved as class counsel in a number of class actions.

13 54. My qualifications are as follows: I was the 2003 recipient of the Spelman
14 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
15 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta
16 office of the Equal Employment Opportunity Commission. I received my J.D. from Emory
17 University in 2006 and was admitted to the California Bar in December 2006. Following law
18 school, I was an associate at Sonnenschein from September 2006 to May 2009.

19 55. Since 2009, my primary area of practice has been employment litigation. I have
20 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
21 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
22 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
23 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
24 companies in employment litigation in both state and federal courts, as well as before
25 government agencies, including the California Department of Labor. My practice included the
26 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair
27 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
28 also handled a number of wage and hour class actions.

1 56. While at Ogletree and Seyfarth, I served as the lead associate on a number of
2 wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County
3 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los
4 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance*
5 *Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles
6 County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los
7 Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business*
8 *Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa*
9 *Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No
10 CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale*
11 *Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro*
12 *Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

13 57. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
14 handling employment cases. I primarily represent employees.

15 58. I have been approved as class counsel in numerous other wage/hour class actions
16 that have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*
17 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;
18 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case
19 No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case
20 No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa
21 Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara
22 County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles
23 County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community*
24 *Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing*
25 *Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt*
26 *Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-
27 02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court
28 Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin

1 Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S.
2 District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v.*
3 *Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA;
4 *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court
5 Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court
6 Case No. 19CV341582.

7 59. I have second chaired two jury trials where I represented the prevailing defendant.
8 Both cases involved employees who brought claims against their former employers pursuant to
9 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,
10 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*
11 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909. More
12 recently, I was lead trial counsel on a PAGA bench trial, in which the plaintiff was the prevailing
13 party.

14 **ATTORNEYS' FEES AND LITIGATION COSTS**

15 60. To date, I have incurred approximately 79.30 hours in connection with the
16 litigation of this lawsuit. Attached hereto as **Exhibit 4** is a summary of the hours I have incurred
17 to date. I expect to spend additional time finalizing this settlement, including preparing for the
18 approval hearing, reviewing data provided by Defendant to Settlement Administrator, conferring
19 with Settlement Administrator regarding distribution of Individual Settlement Payments to
20 PAGA Group Members, and fielding phone calls regarding inquiries about the Settlement.

21 61. As of January 1, 2024, my hourly rate in class and representative actions is \$800.
22 Accordingly, the total lodestar for my hours will be approximately \$63,440 (79.30 hours x \$800).
23 I I was approved at an hourly rate of \$800 in the matters of *Robert Jordan v. Mondelez Global,*
24 *LLC*, San Bernardino County Superior Court Case No. CIVSB2202758; *Alexis Tristan v.*
25 *American Homes 4 Rent, L.P.*, Los Angeles County Superior Court Case No. 23STCV17006;
26 *Jose Valencia v. Sentinel Transportation, LLC*, Santa Barbara Superior Court Case No.
27 22CV00951; and *In re Human Wage and Hour Cases*, Judicial Council Coordination Proceeding
28 No. 5240. Prior to this, I had been approved at an hourly rate of \$700.00 by various Courts, in a

number of matters, including: *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Gutierrez v. Spa Havens, LP*, San Diego Superior Court Case No. 37-2019-00057065-CU-OE-NC; *Cruzado v. Ontario T, Inc.*, San Bernardino Superior Court Case No. CIVSB2027249; *Ray v. C&W Facility Services, Inc.*, San Bernardino Superior Court Case No. CIVSB2101321; *Alvarez v. Forterra Building Products*, San Diego Superior Court Case No. 37-2020-00018179-CU-OE-CTL; *Dunn v. Universal Plant Services of California, Inc.*, Solano County Superior Court Case No. FCS056134, *Pulido v. Georgia-Pacific Corrugated III LLC*, Fresno Superior Court Case No. 18CECG00265; *In re: FPI Management Wage and Hour Cases*, Los Angeles Superior Court Case No. JCCP5050; *Delgado v. Kloeckner Metals Corporation*, Los Angeles Superior Court Case No. 20STCV22503; *Jackson v. Samuel, Son & Co. (USA) Inc.*, Riverside County Superior Court Case No. CVRI2101679, *Blanton v. Communications Test Design, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-0005136; *Diaz v. Acuity Brands Lighting, Inc.*, San Bernardino Superior Court Case No. CIVDS2015583; *Flournoy v. Partners Personnel – Management Services, LLC*, Riverside County Superior Court Case No. CVRI2102372; *Idian v. VHSD ES INC.*, San Diego Superior Court Case No. 37-2019-00018927-CU-OE-CTL; *Miller v. Stanbridge University*, Orange County Superior Court Case No. 30-2021-01206298-CU-OE-CXC; *Romano v. SSA Terminals, LLC*, Los Angeles Superior Court Case No. 20STCV29048; *Wise v. Le Petite Academy, Inc.*, San Joaquin Superior Court Case No., STK-CV-UOE-2021-10561; *Chambers v. SOMACIS, Inc.*, San Diego Superior Court Case No. 37-2021-00033445-CU-OE-CTL; *Johnson v. FS Palo Alto Employment, Inc.*, Santa Clara Superior Court Case No. 21CV389927; *Rodriguez v. U.S. Bank National Association*, Los Angeles Superior Court Case No. BC617356; *Moss v. Sares Regis Operating Company, L.P.*, Orange County Superior Court Case No. 30-2021-01201041-CU-OE-CXC; and *Rodriguez v. City National Bank*, Los Angeles Superior Court Case No. 20STCV29761.

62. Diversity Law Group represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, my office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. At the time the Parties negotiated the Settlement Agreement, I did not have a final tally of the litigation costs incurred to date. As such, the Parties included a maximum amount that could be attributed to costs under the settlement. To date, Diversity Law Group has incurred costs in the amount of \$7,825.77 for litigation related expenses. Attached hereto as **Exhibit 5** is a true and correct copy of the cost report. Taking into account the \$22,445.35 in costs incurred by co-counsel, Plaintiffs' Counsel's anticipated actual litigation costs total \$30,271.12.

NOTICE TO LWDA

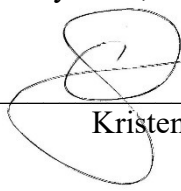
63. Concurrent with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit 6** is a true and correct copy of proof of submission of the settlement documents to the LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

DISMISSAL OF ARBITRATIONS

64. Plaintiff Awad and Plaintiff Ford have entered a separate Individual Settlement Agreement and General Release ("Individual Settlement Agreement"). Through the Individual Settlement Agreements, Plaintiff Awad and Plaintiff Ford have released the individual wage and hour claims alleged in their representative arbitration actions. The Individual Settlement Agreements also contained a general release, including a Civil Code section 1542 waiver.

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

Executed on this 9th day of January 2024, at Los Angeles, California.



Kristen M. Agnew

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EXHIBIT 1	Joint Stipulation of Settlement and Release
EXHIBIT 2	Awad PAGA Notice
EXHIBIT 3	Ford PAGA Notice
EXHIBIT 4	Agnew Time and Task Chart
EXHIBIT 5	Diversity Law Group Cost Report
EXHIBIT 6	Proof of Submission to LWDA

EXHIBIT 1

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Attorneys for Plaintiffs and the PAGA Group Members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHRISTINA AWAD, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

PRO UNLIMITED, INC., a Corporation;
BIOMARIN PHARMACEUTICAL INC.; a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIV2300419

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

1 This Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”) under the
2 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, is made by and between
3 Christina Awad (“Plaintiff Awad”) and Scott Ford (“Plaintiff Ford”) (collectively, “Plaintiffs”),
4 individually and as representatives on behalf of PAGA Group Members as further defined herein
5 and the State of California, and Magnit, LLC (f.k.a. PRO Unlimited, Inc.) (“Defendant Magnit”)
6 and BioMarin Pharmaceutical Inc. (“Defendant BioMarin”) (collectively “Defendants”). Plaintiffs
7 and Defendants are collectively referred to herein as the “Parties” and may be individually referred
8 to as a “Party.”

9 **I. PROCEDURAL BACKGROUND**

10 A. On November 29, 2022, Plaintiff Awad filed a notice with the Labor & Workforce
11 Development Agency (“LWDA”) alleging that Defendants violated Labor Code sections 201-203,
12 204, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, CCR
13 Title 8, Sections 11040(5)(A)-(B) & 11070(14), and applicable Wage Orders (“Awad PAGA
14 Notice”).

15 B. On January 25, 2023, Defendants filed a Demand for Arbitration in the matter entitled,
16 *Christina Awad v. Magnit, LLC (f/k/a PRO Unlimited, Inc.) and BioMarin Pharmaceutical Inc.*, AAA
17 Case No. 01-23-0000-3331, with the American Arbitration Association (“Awad Arbitration”).

18 C. On February 15, 2023, Plaintiff Awad filed a Representative Action Complaint in the
19 matter entitled, *Christina Awad v. Magnit (f.k.a. PRO Unlimited, Inc.) and BioMarin Pharmaceutical*
20 *Inc.*, Superior Court of California, County of Marin, Case No. CIV2300419 (the “Awad Action”).
21 Plaintiff Awad asserts a single cause of action for violation of Labor Code section 2698, *et seq.*
22 (“PAGA”) predicated on the Labor Code violations set forth in the Awad PAGA Notice.

23 D. On July 6, 2023, the Court in the Awad Action granted Defendant Magnit’s motion to
24 compel Plaintiff Awad’s individual PAGA claim to arbitration and ordered the representative PAGA
25 claims stayed pending resolution of the arbitration, after BioMarin filed a joinder in the motion on or
26 about May 17, 2023.

27 E. On August 7, 2023, Plaintiff Ford filed a notice with the LWDA alleging that
28 Defendant BioMarin violated Labor Code sections 201, 202, 203, 226(a), 226.7, 246 and 512 pursuant

1 to Labor Code section 2699 (“Ford PAGA Notice”).

2 F. On August 16, 2023, Plaintiff Ford filed a Class Action Complaint in the matter
3 entitled, *Scott Ford v. BioMarin Pharmaceutical Inc.*, Superior Court of California, County of Marin,
4 Case No. CV0000674 (“*Ford Action*”). The original complaint asserted class claims predicated on
5 the Labor Code violations set forth in the Ford PAGA Notice.

6 G. On October 2, 2023, Plaintiff Ford filed a First Amended Representative Action
7 Complaint in the *Ford Action*. As set forth in the First Amended Representative Action Complaint,
8 Plaintiff Ford asserts a single cause of action for violation of PAGA predicated on the Labor Code
9 violations set forth in the Ford PAGA Notice.

10 H. On December 1, 2023, the Court in the *Ford Action* granted Defendant BioMarin’s
11 motion to compel arbitration of Plaintiff Ford’s individual PAGA claims and stayed the representative
12 PAGA claims pending resolution of the arbitration.

13 I. On December 14, 2023, Plaintiff Ford filed a Demand for Arbitration with JAMS in
14 the matter of *Scott Ford v. BioMarin Pharmaceutical Inc.*, JAMS Arbitration Reference No.
15 5100001721 (“*Ford Arbitration*”). The demand for arbitration alleges Defendant BioMarin: (1) failed
16 to incorporate all non-discretionary incentive wages in the regular rate of pay used to calculate and
17 pay meal/rest period premiums; (2) failed to incorporate all non-discretionary incentive wages in the
18 regular rate of pay used to calculate and pay sick wages; (3) failed to provide accurate itemized wage
19 statements; and (4) engaged in unfair and unlawful business practices.

20 J. The Parties agreed to early mediation to try and resolve all claims alleged in the *Awad*
21 *Action*, *Awad Arbitration*, *Ford Action* and *Ford Arbitration*. In advance of mediation, Defendant
22 BioMarin provided Plaintiffs’ Counsel with relevant policies, and pay/time records for twenty-five
23 percent (25%) of non-exempt employees working in California since November 29, 2021. In advance
24 of mediation, Defendant Magnit provided Plaintiff Awad’s counsel with relevant written policies and
25 time/pay records for a random sample constituting twenty-five percent (25%) of non-exempt
26 contingent workers of Defendant Magnit assigned to work at Defendant BioMarin working in
27 California since November 29, 2021.

28 K. On September 24, 2024, the Parties participated in an all-day global mediation with

the Honorable Brian C. Walsh (Ret.). After extended negotiations conducted at arm's length, and upon presentation of a mediator's proposal, the Parties reached the present settlement.

L. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. Defendants deny that they are liable to Plaintiffs or the PAGA Group Members and deny that they have violated any law.

II. DEFINITIONS

A. "Action" means *Christina Awad v. Magnit (f.k.a. PRO Unlimited, Inc.) and BioMarin Pharmaceutical Inc.*, Superior Court of California, County of Marin, Case No. CIV2300419. The Parties acknowledge that they have agreed to settle the related *Awad* Arbitration and *Ford* Arbitration (defined above) in separate written agreements. The Parties acknowledge that they have agreed that the related *Ford* Action (defined above) will be dismissed as a result of this Settlement, with no payment of penalties, attorneys' fees, costs, or any other payments to be made beyond those addressed in this Agreement.

B. "Attorneys' Fees and Costs" means such award of fees and costs and expenses as the Court may authorize to be paid to Plaintiffs' Counsel for the services they have rendered and will render to Plaintiffs and the PAGA Group Members in the Action. Plaintiffs' Counsel will request attorneys' fees not to exceed approximately one-third (1/3) of the Gross Settlement Amount (*i.e.*, currently the sum of One Hundred Thirty-Three Thousand Three-Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33)), and litigation costs not to exceed Forty Thousand Dollars (\$40,000.00). Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel shall be added to the Net Settlement Amount.

C. "Defendants" means Magnit, LLC (f.k.a. PRO Unlimited, Inc.) ("Defendant Magnit") and BioMarin Pharmaceutical Inc. ("Defendant BioMarin").

D. "Defense Counsel" means Mollie Burks and Seth Weisburst of Gordon Rees Scully Mansukhani, LLP, and Alison Tsao and Holly Jones of CDF Labor Law LLP.

E. "Effective Date" shall mean the latter of: (a) 60 days after the Court files a signed

1 order approving the PAGA Settlement Agreement provided no notice of appeal of the Approval Order
2 and Judgment and/or notice of appeal of an order denying any motion to intervene has been filed with
3 the California Court of Appeal; (b) if such an appeal is filed, and the appeal is resolved through any
4 order affirming the Approval Order and Judgment, the day after the last day for filing a petition for
5 review with the California Supreme Court passes and no such petition is filed; (c) if a petition for
6 review regarding the California Supreme Court of Appeal's decision affirming the Approval Order
7 and Judgment is filed, the day after the petition is denied with prejudice and/or no further review of
8 the decision can be requested; or (d) if the petition for review is accepted, the day after the California
9 Supreme Court affirms the Approval Order and Judgment.

10 F. "Gross Settlement Amount" means the maximum settlement amount of Four Hundred
11 Thousand Dollars (\$400,000.00) to be paid by Defendants as a result of this Agreement. The Gross
12 Settlement Amount includes all Individual Settlement Payments to PAGA Group Members, LWDA
13 Payment, Settlement Administration Costs, and Attorneys' Fees and Costs. Of the Gross Settlement
14 Amount, Magnit shall pay a total of \$270,000.00 and BioMarin shall pay a total of \$130,000.00.

15 G. "Individual Settlement Payment" means the amount payable from the PAGA Penalties
16 Fund to each PAGA Group Member.

17 H. "LWDA Payment" means seventy-five percent (75%) of the balance of the Gross
18 Settlement Amount remaining after deductions for Attorneys' Fees and Costs, and Settlement
19 Administration Costs, which is the amount to be paid to the LWDA for satisfaction of claims for civil
20 penalties under the PAGA.

21 I. "Net Settlement Amount" means the balance of the Gross Settlement Amount
22 remaining after deduction of (1) Attorneys' Fees and Costs; (2) LWDA Payment; and, (3) the
23 Settlement Administration Costs. The Net Settlement Amount is the amount to be paid to the PAGA
24 Group Members for satisfaction of claims for civil penalties under PAGA.

25 J. "Operative Complaint" means the First Amended Representative Action Complaint
26 filed by Plaintiffs in the Action.

27 K. "PAGA Group Members" means (i) all past and present, California based, non-
28 exempt employees of Defendant Magnit assigned to work at Defendant BioMarin as contingent

workers at any time during the PAGA Period (“Magnit PAGA Group Members”); and (ii) all past and present non-exempt California employees of Defendant BioMarin employed at any time during the PAGA Period (“BioMarin PAGA Group Members”). Defendants have determined that there are approximately 938 PAGA Group Members.

L. “PAGA Notices” means (i) the letter submitted on behalf of Plaintiff Awad to the LWDA, on November 29, 2022 (“Awad PAGA Notice”); and (ii) the letter submitted on behalf of Plaintiff Ford to the LWDA, on August 7, 2023 (“Ford PAGA Notice”).

M. “PAGA Penalties Fund” means the LWDA Payment combined with the Net Settlement Amount, which is the amount to be paid to PAGA Group Members and the LWDA for satisfaction of claims for civil penalties under the PAGA.

N. “PAGA Period” means the period of November 29, 2021 through December 27, 2024.

O. “Parties” means Plaintiffs and Defendants.

P. “Plaintiffs” means Christina Awad (“Plaintiff Awad”) and Scott Ford (“Plaintiff Ford”).

Q. “Plaintiffs’ Counsel” means Diversity Law Group, P.C., and Blumenthal Nordrehaug Bhowmik De Blouw LLP.

R. “Released Parties” means Defendants, and Defendants’ affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

S. “Released Claims” means all the claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each PAGA Group Member had, now has, or may hereafter claim to have against the Released Parties, and that were asserted in the Operative Complaint, or that could have been asserted based on any of the facts or allegations alleged in the Operative Complaint, Awad PAGA Notice, and Ford PAGA Notice that have arisen during the PAGA Period. The Released Claims specifically include violations of Labor Code sections

201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198, 2699, 2802, California Code of Regulations, Title 8, Sections 11040, Subd. 5(A)-(B) & 11070(14), and all applicable Wage Orders and their provisions.

T. “Settlement Administration Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, which are estimated at Nine Thousand Seven Hundred Fifty Dollars (\$9,750). Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the PAGA Penalties Fund.

U. “Settlement Administrator” means CPT Group.

V. “Qualifying Pay Period(s)” means a pay period in which (i) Magnit PAGA Group Members who worked as contingent workers at Defendant BioMarin during the PAGA Period; and (ii) BioMarin PAGA Group Members who worked at Defendant BioMarin during the PAGA Period.

W. The Parties incorporate the defined terms and definitions from Section I of this Agreement (“Procedural Background”) as if they were set forth in this Section.

III. CONSOLIDATION OF CLAIMS & DISMISSAL OF THE *FORD* ACTION

A. Filing of the Operative Complaint. In connection with the Settlement, the Parties stipulate that Plaintiff Awad will file a First Amended Representative Action Complaint in the Action, in order to add Plaintiff Ford as a PAGA representative and to include any and all claims and theories alleged in the *Ford* Action that were not already alleged in the Action, if any. The First Amended Representative Action Complaint is the Operative Complaint.

B. Dismissal of *Ford* Action. Within ten (10) calendar days following the filing of the Operative Complaint, Plaintiff Ford will file a request for dismissal without prejudice of the *Ford* Action, and will take any other steps necessary to dismiss the *Ford* Action, the *Ford* Arbitration, and the *Ford* LWDA Notice, if any. Defendants will not be required to make any additional payments of penalties, attorney’s fees or costs, or any other payments beyond those addressed in this Agreement in order for the *Ford* Action to be dismissed. Plaintiff Ford and his counsel confirm that this Settlement is intended to, and does, fully resolve all claims in the *Ford* Action.

1 **IV. PAYMENT OF CONSIDERATION**

2 A. Settlement Consideration. The Gross Settlement Amount, as specified in this
3 Agreement, shall be used to pay: (1) each Individual Settlement Payment; (2) Attorneys' Fees; (3)
4 Costs; (4) Settlement Administration Costs; and (5) the LWDA Payment. The Parties agree that this
5 is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to
6 Defendants. Of the Gross Settlement Amount, Defendant Magnit shall pay a total of Two Hundred
7 Seventy Thousand Dollars (\$270,000.00) and Defendant BioMarin shall pay a total of One Hundred
8 Thirty Thousand Dollars (\$130,000.00).

9 B. Escalator Clause. The Gross Settlement Amount was calculated with, and is premised
10 on, Defendants' representation that approximately 938 PAGA Group Members worked
11 approximately 38,798 pay periods during the period of November 29, 2021 through September 24,
12 2024. Of the estimated total of pay periods, Defendants estimate that 9,798 of the pay periods were
13 worked by Defendant Magnit employees and 29,000 pay periods were worked by Defendant
14 BioMarin employees. Should the number of Qualifying Pay Periods worked by PAGA Group
15 Members during the PAGA Period exceed 38,798 by more than ten percent (10%) (*i.e.* 42,678 or
16 more pay periods), the Gross Settlement Amount shall be increased proportionally to the amount of
17 the total increase above ten percent (10%) or Defendants may elect to close the release period as of
18 the time the total pay periods reaches 42,678 pay periods. For instance, a twelve percent (12%)
19 increase in the number of Qualifying Pay Periods will result in a two percent (2%) increase in the
20 Gross Settlement Amount. In the event that this Escalator Clause is triggered and if so elected by
21 Defendants, Magnit's portion of the Gross Settlement Amount shall increase in proportion to the
22 percentage increase of qualifying pay periods worked by Magnit's claimed aggrieved employees if
23 there is separately such an increase by more than 10%, and BioMarin's portion of the Gross
24 Settlement Amount shall increase in proportion to the percentage increase of qualifying pay periods
25 worked by BioMarin's claimed aggrieved employees if there is separately such an increase by more
26 than 10%.

27 C. Funding of the Gross Settlement Amount. Within thirty (30) calendar days after the
28 Effective Date, Defendants shall deposit the Gross Settlement Amount with the Settlement

1 Administrator who shall place that sum into a Qualified Settlement Fund (“QSF”). The QSF shall be
2 an interest-bearing account at a federally insured bank that is established by the Settlement
3 Administrator and which is mutually acceptable to the Parties and the Settlement Administrator. The
4 Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the
5 Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be
6 administered by the Settlement Administrator as such. With respect to the QSF, the Settlement
7 Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify
8 and maintain the qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of
9 the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state and local and
10 income and other tax reporting, return, and filing requirements with respect to the QSF and any
11 interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any
12 estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the QSF,
13 and (ii) fees, expenses and costs incurred in connection with the opening and administration of the
14 QSF and the performance of its duties and functions as described in this Agreement. The
15 aforementioned taxes, fees, costs, and expenses shall be treated as and included in the costs of
16 administering the QSF and as Settlement Administration Costs, with no additional payment owed by
17 Defendants. The Parties and the Settlement Administrator shall treat the QSF as coming into existence
18 as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-
19 1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26
20 C.F.R. § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one
21 another to the extent reasonably necessary to carry out the provisions of this Section.

22 D. Attorneys’ Fees and Costs: In full satisfaction of all claims Plaintiffs or Plaintiffs’
23 Counsel may have for attorneys’ fees, litigation costs, and expenses arising out of the Action,
24 Defendants agree not to oppose a request by Plaintiffs’ Counsel for an award of Attorneys’ Fees of
25 up to one-third (1/3) of the Gross Settlement Amount, *i.e.*, the sum of One Hundred Thirty-Three
26 Thousand Three-Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33), and an award
27 of Costs in the amount of up to Forty Thousand Dollars (\$40,000.00), which, if approved by the
28 Court, shall be paid from the Gross Settlement Amount. It is understood by Plaintiffs and Plaintiffs’

Counsel that the Court has final discretion in the award of Attorneys' Fees and Costs. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs' Counsel reflecting the awarded attorneys' fees, costs, and expenses and Plaintiffs' Counsel shall be solely and legally responsible to pay any and all applicable taxes on the Attorneys' Fees and Costs and shall hold Defendants and the other Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment of Attorneys' Fees and Costs. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel shall be added to the PAGA Penalties Fund. The payment of Attorneys' Fees shall be made as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 40% to Diversity Law Group and Polaris Law Group. The payment of Costs shall be made to the firm that incurred the expenses.

E. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at Nine Thousand Seven Hundred Fifty Dollars (\$9,750.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund, administering, and distributing the Gross Settlement Amount, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the PAGA Penalties Fund.

F. Allocation of the PAGA Penalties Fund. The PAGA Penalties Fund shall be used to satisfy Individual Settlement Payments to PAGA Group Members (Net Settlement Amount) and the LWDA Payment in accordance with the terms of this Agreement. The PAGA Penalties Fund is the maximum amount that will be available for distribution to the LWDA and PAGA Group Members in full satisfaction of all Released Claims. Except as provided in Section IV-B, no other sums are due or payable by Defendants. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties Fund (*i.e.* the LWDA Payment) will be paid to the LWDA. The remaining twenty-five percent (25%) (*i.e.* the Net Settlement Amount) will be paid to all PAGA Group Members.

G. Calculation of Individual Settlement Payment. Collectively, the PAGA Group Members are entitled to 100% of the Net Settlement Amount. Defendants maintain no reversionary

1 right to any portion of the Net Settlement Amount. The Net Settlement Amount shall be distributed
2 to the PAGA Group Members on a pro-rata basis consistent with the terms of this Agreement. The
3 Settlement Administrator shall divide the Net Settlement Amount by the number of Qualifying Pay
4 Periods. This value shall then be multiplied by the number of Qualifying Pay Periods worked by each
5 individual PAGA Group Member. This value shall constitute the dollar amount of the Individual
6 Settlement Payment. The Parties agree that if any PAGA Group Member disputes the basis for
7 determining their share of the Net Settlement Amount, Defendants' records shall presumptively
8 control unless the PAGA Group Member can produce documentation evidence of other Qualifying
9 Pay Periods worked during the PAGA Period.

10 H. Tax Treatment of Individual Settlement Payment. All Individual Settlement
11 Payments shall be allocated as 100% as civil penalties. The payments shall be reported on an IRS
12 Form 1099 by the Settlement Administrator.

13 I. No Credit Toward Benefit Plans. Payments to PAGA Group Members as referenced
14 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
15 PAGA Group Member may be eligible, including, but not limited to profit-sharing plans, bonus plans,
16 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
17 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
18 contributions, or amounts to which any PAGA Group Member may be entitled under any benefit
19 plans.

20 V. ADMINISTRATION OF SETTLEMENT

21 A. Approval of PAGA Settlement. Plaintiffs will present this Agreement to the Court and
22 will request that the Court issue an Order and Judgment, approving and incorporating by reference
23 the terms and conditions of the Agreement. More specifically, Plaintiffs' Counsel shall request the
24 entry of an order granting approval of the Agreement, which shall include findings and orders: (i)
25 approving the settlement, (ii) adjudging the terms to be fair, reasonable, and adequate and binding on
26 Plaintiffs, the PAGA Group Members and the State of California, (iii) reciting the release terms, (iv)
27 directing that the settlement's terms and provisions be carried out; (v) entering final judgment in
28 accordance with this Agreement and without further fees or costs to any party except as expressly set

1 forth in this Agreement; and (vi) retaining jurisdiction to oversee administration and enforcement of
2 the terms of this Agreement and the Court's orders. Plaintiffs will prepare the initial draft of the
3 motion for court approval. Defendants shall not oppose Plaintiffs' motion unless Plaintiffs' approval
4 motion seeks relief inconsistent with or not specified by this Agreement. In such event, Defendants
5 reserve the right to address any assertions that are not contained in this Agreement. Plaintiffs shall
6 submit a copy of this Agreement and the Operative Complaint to the LWDA at the same time that it
7 is submitted to the Court.

8 B. Settlement Administration. The Parties agree to cooperate in the administration of the
9 Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
10 in the administration of the Settlement. The Settlement Administrator shall provide the following
11 services:

- 12 1. Establish and maintain the Qualified Settlement Fund;
- 13 2. Calculate the Individual Settlement Payments to be paid to PAGA Group
14 Members in accordance with the terms and provisions of this Agreement;
- 15 3. Print and issue Individual Settlement Payment checks;
- 16 4. Verify the last known address for each PAGA Group Member through a
17 generally utilized, national address update database prior to mailing the Individual Settlement
18 Payment checks;
- 19 5. Disburse any awards of Attorneys' Fees and Costs;
- 20 6. Prepare and issue 1099 Forms; and
- 21 7. Perform such other tasks necessary to effectuate the terms of this Agreement
22 or as the Parties mutually agree or the Court orders the Parties to perform.

23 C. Delivery of the PAGA Group Member List and Data. Within thirty (30) calendar days
24 after the Effective Date, Defendants shall provide the Settlement Administrator with a Microsoft
25 Office Excel spreadsheet and shall include each PAGA Group Member's: full name; most recent
26 mailing address; social security number; and number of Qualifying Pay Periods worked during the
27 PAGA Period. However, the Settlement Administrator will conduct a National Change of Address
28 search to confirm the most recent address and will mail the notice to the most recent address available

by first class mail, in the event that the current address differs from Defendants' records.

D. Timing of Distribution. Within fourteen (14) calendar days after the payment of the Gross Settlement Amount, the Settlement Administrator will issue, the Individual Settlement Payments to the PAGA Group Members, the LWDA Payment to the LWDA, and the Attorneys' Fees and Costs to Plaintiffs' Counsel. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

E. Mailing of Individual Settlement Payments to PAGA Group Members: The Settlement Administrator will issue each PAGA Group Member a check for his or her Individual Settlement Payment along with an explanatory letter attached hereto as Exhibit A. Checks will remain negotiable for ninety (90) calendar days from the date of issuance. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Those funds represented by settlement checks returned as undeliverable and the funds which correspond with the settlement checks that are not negotiated within ninety (90) calendar days after issuance shall be remitted to the California State Controller's Office's Unclaimed Property Division to be held as unclaimed funds in the PAGA Group Members' names.

VI. RELEASE OF CLAIMS

A. Denial of Liability. The Parties expressly recognize that this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants who expressly deny all liability. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action or the *Ford* Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in court or arbitration for the purpose of approving, interpreting, implementing, or enforcing this Settlement or any orders or judgments of the Court entered into in

1 connection therewith.

2 B. Release of Claims by PAGA Group Members. Upon the payment of the Gross
3 Settlement Amount, each of the PAGA Group Members, including Plaintiffs, for themselves and for
4 their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys,
5 heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
6 guardians, assigns, and representatives (whether current or former), fully release and forever
7 discharge all of the Released Parties of and from all Released Claims. This release shall not apply to
8 claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement
9 benefits, or any other claim or right that as a matter of law cannot be waived or released. PAGA
10 Group Members are bound by the terms of this Settlement Agreement and the releases provided
11 herein, regardless of whether the PAGA Group Member receives an Individual Settlement Payment,
12 or any funds being held in their name by the California State Controller.

13 C. No Right to Opt-Out. The Parties agree there is no statutory right for any PAGA Group
14 Member to opt out or otherwise exclude himself or herself from the Settlement.

15 D. Separate Release for Plaintiffs. The release provided for in Section VI-A does not
16 extend to the individual claims asserted in the *Awad* Arbitration and/or *Ford* Arbitration. Plaintiff
17 Awad and Plaintiff Ford will enter into separate releases of any individual claims.

18 VII. MISCELLANEOUS

19 A. Tax Liability. Defendants, Defense Counsel, the Settlement Administrator, and
20 Plaintiffs' Counsel make no representation as to the tax treatment or legal effect of the payments
21 called for hereunder, and Plaintiffs and PAGA Group Members are not relying on any statement,
22 representation, or calculation by Defendants, Defendants' counsel, Plaintiffs' Counsel, or by the
23 Settlement Administrator in this regard. Plaintiffs and PAGA Group Members understand and agree
24 that they will be solely responsible for the payment of any and all taxes and penalties assessed on
25 their respective payments described herein and will defend, indemnify, and hold Defendants,
26 Defendants' counsel, Plaintiffs' Counsel and the Settlement Administrator free and harmless from
27 and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

1 B. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
2 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
3 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
4 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
5 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
6 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
7 SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
8 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED
9 STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
10 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS/HER OR
11 ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
12 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
13 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
14 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
15 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
16 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
17 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
18 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
19 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
20 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
21 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
22 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
23 AGREEMENT.

24 C. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
25 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
27 of action or right herein released and discharged. This is a material term of this Agreement.
28

1 D. Nullification of Settlement Agreement. In the event that: (i) the Court does not
2 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
3 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
4 null and void, and the Parties will be returned to their original respective positions.

5 E. Continued Jurisdiction. After entry of the judgment, the Court will have continuing
6 jurisdiction under CCP Section 664.6 solely for purposes of addressing: (i) the interpretation and
7 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-
8 Court Approval matters as may be appropriate under court rules or as set forth in this Settlement. The
9 Parties agree that the time within which to bring this action to trial under CCP Section 583.310 shall
10 be extended for a period of not less than one (1) year starting from the date of the signing of this
11 agreement by all parties until the entry of the order approving this Settlement or, if not entered, the
12 date this agreement shall no longer be of any force or effect. The Parties also agree not to object to
13 any Court filings consistent with this Agreement. The Parties further agree that upon signing the
14 litigation will be stayed for all purposes except those filings described in this paragraph and other
15 filings necessary to obtain approval of the Settlement.

16 F. Waiver of Appeal: Each of the Parties waives any right to appeal from the approval
17 of this Settlement.

18 G. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
19 settlement terms as to the Action and the dismissal of the *Ford* Action. Plaintiff Awad and Plaintiff
20 Ford will enter into separate releases of any individual claims. No other prior or contemporaneous
21 written or oral agreements may be deemed binding on the Parties.

22 H. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a
23 dispute with regard to the language of the Agreement, the Parties agree to attempt to informally
24 resolve the dispute by engaging the Honorable Brian C. Walsh (Ret.) to mediate such dispute.

25 I. Amendment or Modification. This Settlement Agreement may be amended or
26 modified only by a written instrument, signed by either the Parties or their successors-in-interest or
27 counsel for all Parties, and approved by the Court.

1 J. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this
3 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
4 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
5 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
6 counsel will cooperate with each other and use their best efforts to effect the implementation of the
7 Settlement. If the Parties are unable to reach agreement on the form or content of any document
8 needed to implement the Settlement, or on any supplemental provisions that may become necessary
9 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Honorable Brian
10 C. Walsh (Ret.), or the Court to resolve such disagreement.

11 K. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
12 and inure to the benefit of, the successors or assigns of the Parties hereto.

13 L. California Law Governs. All terms of this Settlement Agreement will be governed by
14 and interpreted according to the laws of the State of California.

15 M. Execution and Counterparts. This Settlement Agreement may be executed in one or
16 more counterparts and may be signed electronically in accordance with California law. All executed
17 counterparts and each of them, including facsimile and scanned copies of the signature page, will be
18 deemed to be one and the same instrument provided that counsel for the Parties will exchange among
19 themselves original signed counterparts.

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

25 O. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Settlement
28 Agreement valid and enforceable. If any provision is ruled by the Court as invalid or unenforceable,

1 in whole or in part, the invalid or enforceable provision shall be stricken and the Parties shall take
2 reasonable steps to replace the stricken provision with a provision as similar in tenor as legally
3 possible.

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

7 Q. Waiver. No waiver of any condition or covenant contained in this Settlement
8 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
9 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
10 or remedy.

11 R. Enforcement Action. In the event that one or more of the Parties institutes any legal
12 action or other proceeding against any other Party or Parties to enforce the provisions of this
13 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or
14 Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with
15 any enforcement actions. Other than as stated in this Agreement, the Parties are responsible for their
16 own attorneys' fees and costs in the prosecution and defense of this Action and the *Ford* Action.
17 There is no prevailing party.

18 S. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
20 construed more strictly against one party than another merely by virtue of the fact that it may have
21 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
22 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
23 Agreement.

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

1 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly authorized
2 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and
3 with a full understanding of its consequences.

4
5 DATED: 12/16/2024

PLAINTIFF CHRISTINA AWAD

6 

Christina Awad (Dec 16, 2024 16:50 PST)

7 Christina Awad

8
9 DATED: _____

PLAINTIFF SCOTT FORD

10
11 _____
Scott Ford

12 DATED: _____

DEFENDANT MAGNIT, LLC

13
14 _____
15 _____
16 Please Print Name of Authorized Signatory

17
18 DATED: _____

**DEFENDANT BIOMARIN PHARMACEUTICAL
INC.**

19
20 _____
21 _____
22 Please Print Name of Authorized Signatory

23 **APPROVED AND ACKNOWLEDGED AS TO FORM**

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: _____ PLAINTIFF CHRISTINA AWAD

Christina Awad

DATED: 12/20/2024 PLAINTIFF SCOTT FORD

DocuSigned by:


A1F5DBCD0DC5D477...
Scott Ford

DATED: December 18, 2024 | 12:50:57 PM PST DEFENDANT MAGNIT, LLC

DocuSigned by:


8DE24E701B3F429
James Cahalan

Please Print Name of Authorized Signatory

DATED: _____ DEFENDANT BIOMARIN PHARMACEUTICAL INC.

Please Print Name of Authorized Signatory

APPROVED AND ACKNOWLEDGED AS TO FORM

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: _____ PLAINTIFF CHRISTINA AWAD

Christina Awad

DATED: _____ PLAINTIFF SCOTT FORD

Scott Ford

DATED: December 18, 2024 | 12:50:57 PM PST
_____ DEFENDANT MAGNIT, LLC

DocuSigned by:
James Cahalan
8DE24E701B3F429...

James Cahalan

Please Print Name of Authorized Signatory

DATED: Dec 20, 2024
_____ DEFENDANT BIOMARIN PHARMACEUTICAL INC.

DocuSigned by:
Angeline Covey
200AB4A0CE8F48B...

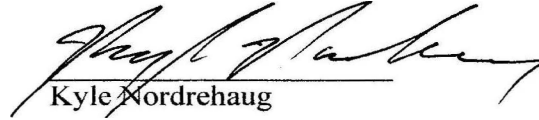
Angeline Covey

Please Print Name of Authorized Signatory

APPROVED AND ACKNOWLEDGED AS TO FORM

1 DATED: 12/26/24
2
3

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**



Kyle Nordrehaug
Attorneys for Plaintiffs and the Aggrieved
Employees

4
5
6 DATED: _____
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DIVERSITY LAW GROUP, P.C.

8
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Kristen M. Agnew
Attorneys for Plaintiffs and the Aggrieved
Employees

DATED: _____

GORDON REES SCULLY MANSUKHANI, LLP

Seth Weisburst
Attorneys for Defendant BioMarin Pharmaceutical Inc.

DATED: _____

CDF LABOR LAW LLP

Alison Tsao
Attorneys for Defendant Magnit, LLC

1 DATED:

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

2
3
4 Aparajit Bhowmik
Attorneys for Plaintiffs and the Aggrieved
5 Employees

6 DATED: December 23, 2024

DIVERSITY LAW GROUP, P.C.

7
8 *Kristen M. Agnew*
9 Kristen M. Agnew
Attorneys for Plaintiffs and the Aggrieved
10 Employees

11 DATED: December 20, 2024

GORDON REES SCULLY MANSUKHANI, LLP

12 *Seth Weisburst*
13
14 Seth Weisburst
Attorneys for Defendant BioMarin Pharmaceutical Inc.

15
16 DATED: December 18, 2024

CDF LABOR LAW LLP

17 *Alison Tsao*
18
19 Alison Tsao
Attorneys for Defendant Magnit, LLC
20
21
22
23
24
25
26
27
28

EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: *Christina Awad and Scott Ford et al. v. Magnit (f.k.a. PRO Unlimited, Inc.)
and BioMarin Pharmaceutical Inc.*
Marin County Superior Court Case No. CIV2300419

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Christina Awad and Scott Ford et al. v. Magnit (f.k.a. PRO Unlimited, Inc.) and BioMarin Pharmaceutical Inc.*, Marin County Superior Court Case No. CIV2300419 (the "Action"). The check cashing deadline is [DATE]. The Plaintiffs in the Action allege that Magnit, LLC (f.k.a. PRO Unlimited, Inc.) and BioMarin Pharmaceutical Inc. (collectively, the "Defendants") owe civil penalties under the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA") for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198 and 2802. The Court has not ruled on the merits of the Action, but it has approved the settlement negotiated by the parties. The settlement provides for a payment by Defendants in the amount of \$400,000.00 ("Gross Settlement Amount"). After deducting the attorneys' fees (\$*****), costs (\$*****) and the Settlement Administration Costs (\$9,750.00) from the Gross Settlement Amount, the remaining balance represents the PAGA Penalties Fund.

**YOU ARE NOT REQUIRED TO TAKE ANY ACTION TO RECEIVE
YOUR SHARE OF THE SETTLEMENT.**

The Court has approved a PAGA Penalties Fund in the amount of \$*****. By statute, seventy-five percent of the PAGA Penalties Fund (\$*****) goes to the State of California's Labor and Workforce Development Agency. The remaining twenty-five percent (\$*****) will be paid to (i) all past and present, California based, non-exempt employees of Magnit assigned to work at BioMarin as contingent workers at any time during the period of November 29, 2021 through December 27, 2024; and (ii) all past and present non-exempt California employees of BioMarin employed at any time during the period of November 29, 2021 through December 27, 2024. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties based on the number of pay periods you worked during the relevant time period. According to Defendants' records you were determined to have worked ** pay periods as a Magnit employee and ** pay periods as a BioMarin employee during the period of November 29, 2021 through December 27, 2024.

We provide the enclosed check to you pursuant to the [DATE] order of the Marin County Superior Court (the "Order") in the Action resolving all claims that any such employees have or may have against the Defendants under the PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198, 2699, 2802, California Code of Regulations, Title 8, Sections 11040, Subd. 5(A)-(B) & 11070(14), and all applicable Wage Orders and their provisions for alleged meal break violations, rest break violations, regular rate of pay violations, failure to pay minimum wages, failure to pay overtime wages, failure to reimburse necessary business expenses, failure to provide suitable seating, failure to provide wages when due, and inaccurate wage statements.

Defendants maintain that they complied with the requirements of the California Labor Code and deny that they owe any penalties. In agreeing to this settlement, neither Magnit nor BioMarin admits that it is liable in any way to current or former employees.

Should you have any questions regarding the settlement, the contact information for the attorneys representing the Plaintiffs are:

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar No. 068687)
Norm@bamlawca.com
Kyle R. Nordrehaug (State Bar No. 205975)
kyle@bamlawca.com
Aparajit Bhowmik (State Bar No. 248066)
aj@bamlawca.com
Nicholas J. De Belouw (State Bar No. 280922)
nick@bamlawca.com
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

DIVERSITY LAW GROUP, P.C.

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lwlee@diversitylaw.com
Kristen M. Agnew (State Bar No. 247656)
kagnew@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

The contact information for the attorneys representing the Defendants are:

CDF LABOR LAW LLP

Alison L. Tsao, State Bar No. 198250
atsao@cdflaborlaw.com
Holly Jones, State Bar No. 328831
hjones@cdflaborlaw.com
601 Montgomery Street, Suite 333
San Francisco, CA 94111
Telephone: (415) 981-3233

GORDON REES SCULLY

MANSUKHANI Michael Bruno, Esq., State
Bar No. 166805 mbruno@grsm.com
Alyson Cabrera, Esq., State Bar No. 222717
acabrera@grsm.com
Seth Weisburst, Esq., State Bar No. 259323
sweisburst@grsm.com
275 Battery Street, Suite 2000
San Francisco, CA 94111
Telephone: (415) 875-4313

You may contact the Settlement Administrator with questions at *****.

EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

November 29, 2022
CA2732

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Pro Unlimited, Inc.
Certified Mail #70222410000247761472
C T CORPORATION SYSTEM
28 LIBERTY STREET
NEW YORK, NY 10005

Pro Unlimited, Inc.
Certified Mail #70222410000147761489
Amanda Garcia
330 N. Brand Blvd., Suite 700
Glendale, CA91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. in California, including any employees staffed with Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. by a third party, and classified as non-exempt employees during the time period of November 29, 2021 until a date as determined by the Court. Our offices represent Plaintiff Christina Awad (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from November of 2021 to November 11, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent

working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

November 29, 2022
CA2732

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Biomarin Pharmaceutical Inc.
Certified Mail #70222410000247761496
CSC - LAWYERS INCORPORATING
SERVICE
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. in California, including any employees staffed with Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. by a third party, and classified as non-exempt employees during the time period of November 29, 2021 until a date as determined by the Court. Our offices represent Plaintiff Christina Awad (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Pro Unlimited, Inc. and/or Biomarin Pharmaceutical Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from November of 2021 to November 11, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and

Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of

Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT 3

SCOTT FORD

c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

August 4, 2023

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Ford v. Biomarin Pharmaceutical, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, Biomarin Pharmaceutical, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by failing to pay me and other similarly situated aggrieved employees our meal and rest period premium pay at our regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's **regular rate** of compensation for each workday that the meal or rest or recovery period is not provided." Throughout our employment with the Company, other non-exempt employees and I earned non-discretionary remuneration, including, but not limited to shift differentials. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our meal and rest period premium pay. However, whenever the Company paid me and other employees our meal and rest period premium pay during periods in which we earned this non-discretionary remuneration, the meal and rest period premium was always paid at less than our regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid meal and rest break premiums and Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

2. Violated Labor Code §§ 201-203 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to, shift differentials, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

3. Violated Labor Code § 226 by failing to provide me and other similarly situated aggrieved employees with proper wage statements. Specifically, whenever any overtime and/or doubletime wages were paid, including, but not limited to, Overtime, Doubletime Pay, OT Shift, and

August 4, 2023

Page 2

DT Shift wages, the wage statements failed to identify the applicable hourly rate and/or hours for such wages. Rather, when the applicable rate and hours shown on the wage statements are multiplied, it does not equate to the amount of wages being paid.

The address for the Company is:

Biomarin Pharmaceutical, Inc.
105 Digital Drive
Novato, CA 94949

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

A1F5DBCDDC5D477...

Scott Ford

cc: Biomarin Pharmaceutical, Inc. (by certified mail)

EXHIBIT 4

Christina Awad v. Magnit (f.k.a. PRO Unlimited, Inc.) and BioMarin Pharmaceutical Inc.,
Superior Court of California, County of Marin, Case No. CIV2300419

Kristen Agnew Time and Task Chart

Hours	Description of Work
3.90	Review intake notes; conduct legal research re potential theories of liability and prepare memorandum to file re same; confer with co-counsel re evaluation of claims and likely defenses.
2.30	Draft PAGA notice and class action complaint; confer with co-counsel re same.
5.50	Review Defendant's arbitration agreement; review and analyze terms of arbitration agreement; conduct legal research re defenses to arbitration; conferences with co-counsel re same.
1.00	Draft First Amended Representative Action Complaint.
12.10	Review and analyze Defendant's motion to compel arbitration; legal research re opposition; prepare opposition to motion to compel arbitration; review and analyze Defendant's reply; review court's tentative order granting motion to compel arbitration; conferences with co-counsel re same.
1.40	Prepare demand for arbitration.
2.90	Prepare for and appear at initial case management conference with arbitrator; conference with co-counsel re same.
1.50	Review and respond to correspondence with defense counsel re proposed case management order; prepare joint report re same.
2.10	Prepare initial disclosures; conferences with co-counsel re same.
3.70	Review and analyze Defendant's initial disclosures; prepare outline of topics for further discovery; conferences with co-counsel re same.
2.20	Review complaint in related <i>Awad</i> action; conference with co-counsel re overlapping claims; review and revise proposed JPA.
1.80	Conferences with co-counsel re data required for mediation; review and revise mediation data request.
2.40	Review and analyze putative class data for mediation and exposure analysis confer with co-counsel re same.
13.90	Review and revise mediation statement; legal research re same; attend all day mediation.
1.20	Review and revise proposed MOU.
2.90	Draft operative FAC in <i>Awad</i> and stipulation to file same; review and respond to correspondence with defense counsel and co-counsel re FAC.

Hours	Description of Work
.40	Confer with settlement administrator re estimate to administer PAGA settlement.
7.80	Draft representative action settlement (“settlement agreement”); confer with defense counsel and co-counsel re revisions to settlement agreement; review and incorporate proposed revisions to settlement agreement.
10.30	Draft motion for approval of settlement agreement, and supporting declarations; confer with co-counsel re same; review and incorporate co-counsel and defense counsel’s revisions.
79.30	<u>TOTAL HOURS</u>

EXHIBIT 5

1/3/2025
10:29 AM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Ford, Scott v. Biomarin
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
75820	EXP	Linda Lee	1	75.00	75.00
8/7/2023		Court fees			
WIP		Ford, Scott v. Biomarin			
LWDA					
76142	EXP	Olympia	1	1754.25	1754.25
8/15/2023		Atty Service			
WIP		Ford, Scott v. Biomarin			
Attorney Service - Complaint					
76146	EXP	Olympia	1	84.74	84.74
8/18/2023		Atty Service			
WIP		Ford, Scott v. Biomarin			
Attorney Service - Complaint Service					
76008	EXP	Olympia	1	4.95	4.95
8/25/2023		Court fees			
WIP		Ford, Scott v. Biomarin			
Marin E Delivery - POS of Summons					
76077	EXP	Olympia	1	8.53	8.53
8/31/2023		Postage			
WIP		Ford, Scott v. Biomarin			
Postage					
76321	EXP	Erika Mejia	1	114.93	114.93
9/29/2023		Atty Service			
WIP		Ford, Scott v. Biomarin			
Attorney Service - FAC					
76776	EXP	Erika Mejia	1	4.95	4.95
11/16/2023		Court fees			
WIP		Ford, Scott v. Biomarin			
Marin E Filing - Oppo to MTC Arbitration					
77855	EXP	Olympia	1	35.55	35.55
11/16/2023		Delivery serv			
WIP		Ford, Scott v. Biomarin			
Federal Express					

1/3/2025
10:29 AM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
77395	EXP	Linda Lee	1	411.96	411.96
12/14/2023		Arbitrators			
WIP		Ford, Scott v. Biomarin			
JAMS - Demand for Arbitration					
77130	EXP	Olympia	1	2.07	2.07
12/31/2023		Postage			
WIP		Ford, Scott v. Biomarin			
Postage					
77980	EXP	Olympia	1	13.70	13.70
4/3/2024		Court fees			
WIP		Ford, Scott v. Biomarin			
ACE E Filing - Notice of Change of Attorney					
79768	EXP	Kristen Agnew	1	13.81	13.81
9/24/2024		Meals			
WIP		Ford, Scott v. Biomarin			
Meal					
79767	EXP	Kristen Agnew	1	5.89	5.89
9/25/2024		Meals			
WIP		Ford, Scott v. Biomarin			
Meal					
79503	EXP	Olympia	1	2398.50	2398.50
10/15/2024		Experts			
WIP		Ford, Scott v. Biomarin			
Berger Consulting Group					
79537	EXP	Olympia	1	2800.00	2800.00
10/23/2024		Arbitrators			
WIP		Ford, Scott v. Biomarin			
JAMS Mediation					
80110	EXP	Kristen Agnew	1	79.37	79.37
1/3/2025		Court fees			
WIP		Ford, Scott v. Biomarin			
ACE E Filing - Motion for PAGA					
80111	EXP	Kristen Agnew	1	17.57	17.57
1/3/2025		Court fees			
WIP		Ford, Scott v. Biomarin			
ACE E Filing - Notice of Remote Appearance					
Grand Total					
Billable			0.00		7825.77

1/3/2025
10:29 AM

DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
	Unbillable	0.00		0.00
	Total	0.00		7825.77

EXHIBIT 6