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Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

ELISA RECODER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADECCO USA, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CGC-23-610955

**DECLARATION OF MAX W. GAVRON IN
SUPPORT OF PLAINTIFF’S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: August 18, 2025

Time: 9:00 a.m.

Dept.: 301

Action Filed: December 8, 2023

Trial Date: September 8, 2025

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I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of Virginia, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Recoder (“Plaintiff”). I have personal knowledge of the facts set forth below and if called by me I could and would do so competently.

PROCEDURAL HISTORY

2. From the inception of the case, Plaintiff's Counsel have zealously represented the interests of the aggrieved employees.

3. On September 20, 2023, Plaintiff filed a notice with the California Labor and
 4. Employment Agency (“LWDA”) alleging that Defendant Adecco USA, Inc. (“Defendant”)
 5. and Labor Code §§ 201-203 (the “PAGA Notice”), which I attach to this declaration as
 6. **Exhibit A.**

4. On November 9, 2023, Plaintiff filed a class action complaint against Defendant Superior Court of California, County of San Francisco (the “Class Action”). Plaintiff alleges that Defendant failed to timely pay wages to employees upon separation of employment, in violation of Labor Code §§ 201, 202, and 203, and the applicable IWC Wage Orders.

5. Following the filing of the complaint, Plaintiff and Defendant (together, the “Parties”) met and conferred regarding an arbitration agreement containing a class action waiver, which was signed by Plaintiff.

6. On February 22, 2024, the Court dismissed the Class Action without prejudice to Plaintiff's motion to dismiss.

7. On December 8, 2023, Plaintiff filed this representative action complaint against Defendant in the Superior Court of California, County of San Francisco (the “Action”). The complaint alleges a single cause of action for violation of Labor Code § 2698, *et seq.*, predicated on Defendant’s alleged violation of Labor Code §§ 201-203. More specifically, Plaintiff alleges that Plaintiff and other aggrieved employees were not timely paid wages upon separation of employment. As a result, Plaintiff alleges that she and all aggrieved employees are owed

1 penalties under the PAGA for Defendant's alleged failure to timely pay wages upon separation
2 of employment.

3 8. Defendant disputes and denies Plaintiff's allegations and claims asserted in the
4 operative Complaint.

5 SETTLEMENT NEGOTIATIONS

6 9. Plaintiff served written discovery upon Defendant, including requests for
7 production of documents and special interrogatories. The Parties subsequently agreed to stay
8 Defendant's deadline to respond pending private mediation and exchange of information
9 informally.

10 10. In connection with the anticipated mediation, Defendant informally produced
11 documents and data, including the number of former non-exempt employees employed by
12 Defendant in California during the relevant period and relevant written policies. Using the data
13 provided by Defendant, Plaintiff's counsel performed a comprehensive analysis regarding the
14 maximum amount of penalties that could be recovered at trial under the PAGA. Given that
15 Defendant contends it is a temporary services employer subject to Labor Code § 201.3,
16 Plaintiff's claims were highly disputed as more detailed below.

17 11. On January 21, 2025, the Parties participated in private mediation with
18 experienced neutral Michael J. Loeb, Esq. During the mediation, the Parties spoke at length
19 about the strengths and weaknesses of each side's claims and defenses and the scope of
20 Defendant's liability. After a full day of negotiation, the Parties reached a settlement in principle.
21 After further arm's-length negotiations, the Parties entered into the PAGA Settlement
22 Agreement.

23 MONETARY TERMS OF SETTLEMENT

24 12. A true and correct copy of the PAGA Settlement Agreement (the "Settlement
25 Agreement" or "Agreement") is attached hereto as **Exhibit B**.

26 13. The settlement covers "all non-exempt employees of Defendant in the State of
27 California who had an assignment that ended during the PAGA Period and who did not start any
28 additional assignments during the PAGA Period" ("PAGA Group Members" or "Members").

1 Agreement ¶ 2.18. Based upon Defendant’s records, Defendant represented that there are
2 approximately 15,250 PAGA Group Members *Id.* ¶ 2.12.

3 14. The PAGA Period is the period from September 20, 2022, up to and including
4 January 24, 2025. Agreement ¶ 2.20. Because of the nature of the violation alleged, there are at
5 most 15,250 pay periods at issue in this proposed Settlement.

6 15. The Settlement Agreement requires Defendant to pay the total amount of One
7 Hundred Twenty-Seven Thousand Seven Hundred Sixty Dollars (\$127,760.00) (the “Gross
8 Settlement Amount”). Agreement ¶ 2.12. The balance of the Gross Settlement Amount
9 remaining after deduction of the approved General Release Payment to Plaintiff, Service
10 Payment to Plaintiff, attorneys’ fees and costs (“Fee and Expense Award”), and Settlement
11 Administration Costs (the “Net Settlement Amount”), will be available for distribution to the
12 LWDA and PAGA Group Members. *Id.* ¶¶ 2.15, 2.29, 3.2-3.4.

13 16. As part of the settlement, Defendant does not object to Plaintiff’s Counsel’s
14 request for attorneys’ fees of approximately one-third of the Gross Settlement Amount, *i.e.*,
15 Forty-Two Thousand Five Hundred Eighty-Six Dollars and Sixty-Seven Cents (\$42,586.67),
16 plus up to Seventeen Thousand Five Hundred Dollars (\$17,500.00) in actual litigation costs and
17 expenses (“Fee and Expense Award”), subject to the Court finally approving this settlement.
18 Agreement ¶ 3.2. However, Plaintiff’s Counsel’s anticipated actual litigation costs are less than
19 the amount originally allocated in the Settlement Agreement. The difference will be allocated to
20 the Net Settlement Amount. As explained below, the actual litigation costs incurred are
21 \$13,508.16, which increases the estimated Net Settlement Amount by approximately \$4,000.

22 17. Also, as part of the Settlement Agreement, Defendant does not object to
23 Plaintiff’s request for a Service Payment of Five Thousand Dollars (\$5,000.00) and a General
24 Release Payment of Five Thousand Seven Hundred Sixty Dollars (\$5,760.00) in exchange for
25 signing a general release and in exchange for settling her individual Labor Code claims, which
26 would be subject to arbitration. Agreement ¶¶ 3.3, 3.4.

27 //

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1 18. Finally, the Settlement Agreement provides for the payment of the fees and
2 expenses reasonably incurred by the Settlement Administrator. Agreement ¶ 2.29. The Parties
3 have agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the
4 administration costs estimated to be Thirty Thousand Dollars (\$30,000.00). *Id.* ¶¶ 2.29, 2.30.
5 Concurrent with the filing of this Motion, Phoenix provides a declaration detailing its bid and
6 qualifications to administer the settlement. This case presents unique considerations for the
7 administration of the settlement because of how many employees are included as compared to
8 the number of pay periods giving rise to the alleged violation.

9 19. Any portion of the General Release Payment and Service Payment to Plaintiff,
10 Fee and Expense Award, and/or the Settlement Administration Costs not used or approved by the
11 Court shall be added to the Net Settlement Amount.

12 20. Settlement payments to PAGA Group Members shall be categorized as IRS Form
13 1099-MISC income and the Settlement Administrator shall provide the form as required by law.
14 Agreement ¶ 4.4.2. If any checks from the settlement remain uncashed after 180 days, the
15 Settlement Administrator will remit the checks to the following *cy pres* recipient: Legal Aid at
16 Work. *Id.* ¶ 4.5.3.

17 21. Plaintiffs' counsel has no conflicts of interest with the proposed *cy pres* recipient.

18 **PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA**

19 22. Assuming that the Court approves the General Release Payment to Plaintiff
20 (\$5,760.00), Service Payment to Plaintiff (\$5,000.00), attorneys' fees (\$42,586.67), litigation
21 costs (\$17,500.00) and Settlement Administration Costs (\$30,000.00), I originally estimated that
22 the Net Settlement Amount will total \$26,913.33. Seventy-five percent (75%) of the Net
23 Settlement Amount, or approximately \$20,185.00, will be paid to the LWDA for PAGA
24 penalties. Agreement ¶ 2.14. The remaining twenty-five percent (25%), or approximately
25 \$6,728.33, will be distributed to PAGA Group Members as the PAGA Group Members Payment.
26 *Id.* ¶ 2.19. When accounting for the costs incurred compared to what was allocated in the
27 Settlement Agreement, the estimated Net Settlement Amount is approximately \$30,905.17, of
28 which \$23,178.88 will be distributed to the LWDA, and \$7,726.29 will be distributed to the

aggrieved employees. The aggrieved employees will receive 25% of the Net Settlement Amount, of which each employee will receive an equal share given that each employee arguably suffered one violation of the Labor Code. Agreement ¶ 4.3.2.

FAIRNESS OF THE SETTLEMENT AMOUNT

23. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant”). Plaintiff’s PAGA claim is based on the allegation that Defendant had a state-wide policy that resulted in late payment of final wages to separated employees. This novel theory of liability was heavily contested by Defendant for several reasons.

24. First, Defendant argued that Plaintiff’s theory of liability was completely foreclosed by the application of Labor Code § 201.3 and *Young v. RemX Specialty Staffing*, 91 Cal. App. 5th 427 (2023), which govern the payment of final wages by temporary service employers, like Defendant. While the general rule is that an employer must pay all wages on the last day of work, Section 201 is superseded by Section 201.3, which establishes that the end of a temporary assignment does not constitute a discharge or termination of employment. In the context of a temporary services employer, “a ‘discharge’—the end of an employment relationship—can only occur when an employee is terminated from work with the temporary services employer, not when the employee is terminated from an assignment with a client.” *Young*, 91 Cal. App. 5th at 433.

25. Defendant argued that where Section 201.3 applies, the temporary services provider is not required to comply with the final pay requirement, and can instead pay the worker on a regular scheduled payday in the week after the assignment ends. Indeed, the Court of Appeal granted summary judgment to the employer in *RemX* because the plaintiff received her wages on the next scheduled payday, even though this was after the day that the assignment ended. Defendant argued that its standard payroll practice was to pay wages on a weekly basis,

1 typically on Thursday. Consistent with Section 201.3 and *RemX*, an Adecco employee whose
2 assignment ends will thus receive their wages the following week on the next scheduled payday.

3 26. On the other hand, Plaintiff argued that other forms of remuneration, like vacation
4 pay, were not timely paid upon separation of employment, and also highlighted the tension
5 where an employee leaves a particular client site and isn't placed again until several months
6 later, or isn't placed again at all, like Plaintiff's case. Plaintiff argued that in these circumstances
7 Defendant knew or should have known that Plaintiff's employment with the temporary services
8 employer ended and thus was required to pay final wages on the date of the end of the
9 assignment. Defendant heavily contested these arguments and, with respect to vacation paid,
10 provided information demonstrating that 99% of its employees were exclusively paid on an
11 hourly basis and thus did not accrue any vacation wages. Defendant also argued that any late
12 payment made to Plaintiff was an isolated incident related to Plaintiff's failure to timely submit
13 her hours such that payment could be made. Defendant argued that this defeated liability with
14 respect to Plaintiff's individual claim and would thus preclude her ability to act as the
15 representative for the aggrieved employees. These defenses presented a serious risk to the
16 PAGA claim and the potential that all of the PAGA penalties sought may not be awarded.

17 27. Although Plaintiff sharply disputes Defendant's assertions, I recognize the risk
18 that Defendant could argue that a representative trial would be unmanageable. There is also a
19 risk that Defendant could successfully argue that no penalties should be awarded because the
20 violations were not intentional.

21 28. Assuming that Plaintiff prevailed on liability, under the facts of this case, I
22 appreciate the substantial risk that the Court could exercise its discretion under PAGA to reduce
23 the maximum allowable PAGA penalties or decide not to award PAGA penalties at all. I am also
24 aware that courts routinely award far less than the statutory maximum amount of civil penalties,
25 even where an underlying violation of the Labor Code is found. For example, as shown in the
26 Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on his
27 PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%,
28 citing the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517

(2018). Upon review, the Court of Appeal found such reduction to be proper and affirmed a judgment which only provided for a PAGA penalty of \$5 per pay period. *Id.* at 539; *see O'Connor*, 2016 WL 4398271, at *17 (noting that even if PAGA penalties amounted to \$1 billion, such award “could well be reduced, as a court may reduce the penalty when to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory”).

29. Similarly, in the matter of *Magadia v. Wal-Mart Assocs. et al.*, 2019 U.S. Dist. Lexis 91792, while the trial court imposed substantial PAGA penalties upon the defendant, such amount still represented reductions of 67% and 80% of the potential PAGA penalties at issue. *Id.* at *87-*100. Moreover, this was only after the plaintiff in *Magadia* had prevailed after trial. Thereafter, the Ninth Circuit reversed the trial court’s ruling, which demonstrates the significant risk presented in moving forward with litigation. *Magadia v. Wal-Mart Assocs., Inc.*, 999 F.3d 668, 677 (9th Cir. 2021).

30. I estimated that the maximum amount of PAGA civil penalties is \$1,525,000 based on 15,250 pay periods/aggrieved employees (15,250 pay periods x \$100 per pay period).¹

31. Assuming the Court were to award \$100 penalty for every pay period, the penalties are being assessed at a rate equivalent to 8.4% of the potential value of the claims in the case ($\$127,760.00 \div \$1,525,000 = 8.4\%$).

32. Settlement for this reduced value allows for the distribution of penalties in an amount which accounts for the risk of continued litigation, and Defendant’s likely arguments that higher penalties would have been confiscatory.

33. Settlement for this value allows for the distribution of penalties in an amount which accounts for the risk of continued litigation, and Defendant’s likely arguments that higher penalties would have been confiscatory. Pursuant to *Young*, Defendant had strong legal arguments against liability and likely would have moved for summary judgment. It also sufficiently deters Defendant from engaging in similar alleged conduct in the future, which is

¹ By comparison, if the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only \$76,250.00, which is far less than this settlement provides.

1 one of the primary goals of PAGA.

2 34. I strongly believe that Plaintiff can prevail at trial. However, after taking into
3 account sharply disputed factual and legal issues involved in this litigation, the difficulty of
4 proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and
5 the significant delay and potential appellate issues inherent to litigation, I have concluded that
6 settlement on the terms set forth in the Settlement Agreement is appropriate and in the best
7 interests of Plaintiff and the aggrieved employees.

8 **ATTORNEY EXPERIENCE**

9 35. Plaintiff's Counsel have a great deal of experience in wage and hour class and
10 representative action litigation and have been approved as counsel in a number of PAGA actions.

11 36. I am one of the primary attorneys on this matter. My qualifications are as follows:
12 I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013,
13 *magna cum laude*. I was in the top 5% of my class. During my time at Southwestern, I was a
14 Notes and Comments Editor on the Southwestern Law Review. I also received awards for
15 achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at
16 the United States District Court for the Central District. Immediately after law school, I taught
17 several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I
18 taught those courses for approximately four years.

19 37. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately
20 September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted
21 in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.
22 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

23 38. From February 2016, through Fall 2017, I practiced at the international law firm
24 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
25 companies in Multi-District Litigation primarily in the product liability sphere. I also
26 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
27 judgment decision regarding trade secret issues, in addition to working in several other practice
28 groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th

1 Cir. 2018).

2 39. From September 2017, through September 2018, I served as a law clerk to a
3 Judge sitting on the United States District Court, Central District of California. I regularly
4 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
5 working on wage and hour class actions.

6 40. I am currently an attorney at the law firm Diversity Law Group, P.C., an
7 employment law firm that has handled numerous wage and hour class and individual actions, on
8 both plaintiff and defense sides. My current practice focuses on employment matters involving
9 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
10 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
11 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
12 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,
13 including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-
14 001906, Stanislaus County Superior Court); *Cunningham, et al. v. Diverse Business Solutions*
15 (Case No. CIVDS1817095, San Bernardino County Superior Court); *Heredia v. Eddie Bauer*
16 *LLC* (Case No. 16CV300475, United States District Court, Northern District of California);
17 *Parsons v. Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior
18 Court); *Wood v. Reeve Trucking Co., Inc.* (Case No. STK-CV-UOE-2018-0004414, San Joaquin
19 County Superior Court); and *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey
20 County Superior Court), among others.

21 41. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of
22 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June
23 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
24 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

25 42. My firm and I have been approved as class and/or PAGA counsel by various
26 Courts, in a number of matters, including, but not limited to, *Rachel Smith v. NMSO, Inc.*,
27 Alameda County Superior Court, Case No. RG18907075, *Harris v. 24 Seven, LLC*, Los Angeles
28 County Superior Court, Case No. BC720144, *Javier Mendoza v. National Vision, Inc.*, USDC

1 Northern District Case No. 19-cv-01485-SVK, hour in *James v RADC Enterprises, Inc.*, San
2 Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020), *Hector*
3 *Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169
4 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior
5 Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda
6 County Superior Court Case No. RG19029640 (March 2, 2021), *Martin v. Streetplus Company,*
7 *LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021).

8 43. Courts have also approved my firm and myself by using the common fund
9 method for allocating attorneys' fees and have done so at one-third (1/3) or greater in various
10 cases, including but not limited to, *Allen v. Custom Building Products, LLC*, San Joaquin County
11 Superior Court Case No. STK-CV-UOE-2019-0011751, *Maria Sanchez v. Lodi Memorial*
12 *Hospital Ass'n*, San Joaquin County Superior Court Case No., STK-CV-UOE-2019-09557, and
13 *Bruce Candia v. Rabobank Nat'l Ass'n*, Placer County Superior Court Case No. SCV0043429.

14 **ATTORNEYS' FEES AND LITIGATION COSTS**

15 44. At the time the Parties negotiated the Settlement Agreement, I did not have a final
16 tally of the litigation costs incurred to date. As such, the Parties included a maximum amount
17 that could be attributed to costs under the settlement.

18 45. Diversity Law Group's costs associated with litigating this action total
19 \$13,508.16, which include things like filing fees, service of process costs, postage, and other
20 litigation costs. Attached hereto as **Exhibit C** is a true and correct copy of my firm's cost report.

21 46. To date, I have incurred approximately 46.5 hours in connection with the
22 litigation of this lawsuit. Attached hereto as **Exhibit D** is a summary of the hours I have incurred
23 to date.

24 47. The total lodestar for my hours will be approximately \$32,550.00 based on an
25 hourly rate of \$700.00 per hour (46.5 hours x \$700.00 per hour).

26 48. I have been approved at any hourly rate of \$650.00 per hour by various courts,
27 including *Jaramillo v. USS-UPI, LLC*, Contra Costa County Case No. C22-00641 (April 24,
28 2024). Prior to that, I have been approved at \$600.00 per hour in *Weybrew v. BEI Construction,*

1 Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In re See's Candies*
2 *Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), Los Angeles Superior Court,
3 *Pevey v. Lumber City Corp*, San Bernardino County Superior Court Case No. CIVDS2010240
4 (May 2, 2022), *Ross v Stater Bros. Markets*, San Bernardino County Superior Court Case No.
5 CIVDS1902518 (September 8, 2022), and *Schneider v. Amazon Retail LLC*, Los Angeles County
6 Superior Court Case No. 21STCV26226 (December 1, 2022). Prior to that throughout 2020 and
7 2021, I was approved at an hourly rate of at \$550.00 per hour in *James v RADC Enterprises,*
8 *Inc.*, San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020),
9 *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169
10 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior
11 Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda
12 County Superior Court Case No. RG19029640 (March 2, 2021), *Martin v. Streetplus Company,*
13 *LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue*
14 *Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05858 (August 4,
15 2021).

16 49. In 2025, I increased my hourly rate to \$700.00 per hour. I have been approved at
17 this rate in *Abernathy v. Deacon Construction, LLC*, Santa Clara County Superior Court Case
18 No. 20CV367327 (February 10, 2025), and *Middlebrooks v. Fleetpride, Inc.*, Shasta County
19 Superior Court, Case No. 23CV-0202247 (March 24, 2025).

20 50. Taking my proposed lodestar and all other Plaintiff's counsel's hours and
21 respective rates results in a total lodestar for Plaintiff's Counsel of \$64,050.00, which requires a
22 *negative* 0.66 multiplier. This demonstrates the reasonableness of the \$42,586.67 fee request.

23 **NOTICE TO LWDA**

24 51. Concurrent with the filing of the Motion to Approve PAGA Settlement, my office
25 uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. In
26 addition, my office shall submit to the LWDA a copy of the Court's judgment and order
27 approving the Settlement Agreement within ten (10) days after entry of judgment or order.

28 I declare under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct.

2 Executed on this 23rd day of July 2025, at Los Angeles, California.

3
4 
5 Max W. Gavron

EXHIBIT A

ELISA RECORDER

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

September 19, 2023

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Recoder v. Adecco USA Inc.

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of claims against Adecco USA Inc. (“Defendant” or “the Company”). Specifically, I allege as follows:

1. The Company violated Labor Code §§ 201-203 by failing to pay me and all similarly situated aggrieved employees all final wages within the required deadlines of the termination of our employment with the Company. For example, despite my last date of employment being on August 23, 2023, I still have not received my final wages earned.

The address for Defendant is as follows:

Adecco USA Inc.
175 Broad Hollow Road
Melville, NY 11747

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

A00C8A315FA34CE...
Elisa Recoder

Cc: Adecco USA Inc. (via certified mail)

EXHIBIT B

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
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Attorneys for Defendant ADECCO USA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

ELISA RECODER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADECCO USA, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CGC-23-610955

PAGA SETTLEMENT AGREEMENT

Action Filed: December 8, 2023
Trial Date: September 8, 2025

This PAGA Settlement Agreement (“Agreement”) is entered into by and between Plaintiff Elisa Recoder (“Plaintiff”), individually and on behalf of the State of California and all PAGA Group Members (defined below), and Defendant Adecco USA, Inc. (“Defendant”), subject to the approval of the Court. In consideration of the promises and mutual covenants and agreements herein contained, Plaintiff and Defendant (collectively, the “Parties”) hereby covenant and agree as follows:

1. RECITALS

1.1 On November 9, 2023, Plaintiff filed a putative class action complaint (the “Class Complaint”) against Defendant in the Superior Court of the State of California, County of San Francisco, entitled *Elisa Recoder v. Adecco USA, Inc.*, Case No. CGC-23-610349 (the “Class Action”). The Complaint alleges a single cause of action for failure to timely pay wages upon separation of employment (Labor Code §§ 201-203).

1.2 Following the filing of the Class Action, Plaintiff and Defendant met and conferred regarding the existence of an arbitration agreement containing a class action waiver that was signed by Plaintiff. After further discussion and review of the arbitration agreement in question, Plaintiff filed a motion to dismiss the Class Action without prejudice. On February 22, 2024, the Court granted Plaintiff’s motion to dismiss the Class Action without prejudice.

1.3 On December 8, 2023, Plaintiff filed a putative representative action complaint (the “Complaint”) against Defendant in the Superior Court of the State of California, County of San Francisco, entitled *Elisa Recoder v. Adecco USA, Inc.*, Case No. CGC-23-610955 (the “Action”). The Complaint alleges a single cause of action for violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”), based on an underlying violation of Labor Code §§ 201-203.

1.4 On February 15, 2024, Defendant filed an Answer to the Complaint, generally denying the allegations and asserting a number of affirmative defenses.

1.5 Plaintiff served written discovery and the Parties ultimately agreed to pursue informal resolution of the Action. In connection with their anticipated mediation, Plaintiff requested, and Defendant provided, extensive informal discovery, including the number of

former non-exempt employees employed by Defendant in California during the relevant period, information regarding Defendant's policies for employees at the end of an assignment, and other relevant written policies.

1.6 In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims and defenses in the Action. Based on this investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no merit.

1.7 On January 21, 2025, the Parties participated in a mediation conducted by neutral Michael J. Loeb, Esq. After extensive, vigorous, and arm's length negotiations, the Parties agreed in principle to a settlement of the Action with Mr. Loeb's assistance.

1.8 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor of either Plaintiff or Defendant. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

1.9 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released herein and described below.

2. DEFINITIONS

As used in this Agreement, the terms set forth in this Section 2 shall have the meanings ascribed to them below.

2.1 **Action.** "Action" means the above-captioned action entitled *Elisa Recoder v. Adecco USA, Inc.*, Case No. CGC-23-610955, currently pending in the Superior Court of the State of California, County of San Francisco.

2.2 **Adecco or Defendant.** "Adecco" or "Defendant" means Adecco USA, Inc.

2.3 **Agreement.** "Agreement" means this PAGA Settlement Agreement, including all Exhibits referred to herein and attached hereto.

2.4 **Approval Date.** "Approval Date" means the date on which the Court enters the

Order Approving Settlement and Judgment Thereon.

2.5 Approval Order or Judgment. “Approval Order” or “Judgment” means the Order Approving Settlement and Judgment Thereon approving the Settlement and this Agreement, which shall substantially conform to **Exhibit A** hereto.

2.6 Complaint. “Complaint” means the complaint filed by Plaintiff in the Action on December 8, 2023.

2.7 Court. “Court” means the Superior Court of the State of California, County of San Francisco.

2.8 Defendant’s Counsel. “Defendant’s Counsel” means the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

2.9 Effective Date. “Effective Date” means the date the Court enters its Approval Order or Judgment and provided that no one objects or challenges the Settlement during the approval process. In the event that an objection or challenge is raised to the Settlement, the Effective Date will be the day after the deadline for a party to appeal the Settlement, or, if an appeal is taken, after the appeal is rejected and the Settlement affirmed by the trial court.

2.10 Fee and Expense Award. “Fee and Expense Award” means such award of attorneys’ fees and costs/expenses as the Court may authorize to be paid to Plaintiff’s Counsel for the services they have rendered in the Action.

2.11 General Release Payment. “General Release Payment” means the compensation paid to Plaintiff in consideration for her general release of her individual claims as set forth in Section 5.2, separate and apart from a Service Payment and any Settlement Payment, to be paid to her from the Gross Settlement Amount.

2.12 Gross Settlement Amount. “Gross Settlement Amount” means One Hundred Twenty-Seven Thousand Seven Hundred Sixty Dollars and Zero Cents (\$127,760.00), which is the maximum total amount that Defendant shall be required to pay for any and all purposes under this Agreement. The following shall be paid from the Gross Settlement Amount pursuant to the Plan of Allocation set forth in Section 4.3, below: (a) the LWDA Payment, (b) the Settlement Payments to PAGA Group Members, (c) the Fee and Expense Award, (d) the General Release

1 Payment, (e) the Service Payment, and (f) the Settlement Administration Costs. The Gross
2 Settlement Amount is based on Defendant's representation that during the PAGA Period, there
3 were approximately 15,000 PAGA Group Members. Should the number of PAGA Group
4 Members increase above 15,250, the Gross Settlement Amount shall be increased on a
5 proportional basis. Under no other circumstances shall Defendant pay any sum in excess of the
6 Gross Settlement Amount in connection with the Settlement, unless the number of PAGA Group
7 Members increases above 15,250.

8 **2.13 LWDA.** "LWDA" means the California Labor and Workforce Development
9 Agency.

10 **2.14 LWDA Payment.** "LWDA Payment" means the portion of the Gross Settlement
11 Amount to be paid to the LWDA under this Agreement, which shall equal 75 percent of the Net
12 Settlement Amount.

13 **2.15 Net Settlement Amount.** "Net Settlement Amount" means the Gross Settlement
14 Amount less the following: (a) Fee and Expense Award, (b) General Release Payment,
15 (c) Service Payment, and (d) Settlement Administration Costs.

16 **2.16 Notice of Settlement.** "Notice of Settlement" means the notice to be mailed to
17 PAGA Group Members with their Settlement Payments, which shall substantially conform to
18 **Exhibit B** hereto.

19 **2.17 PAGA.** "PAGA" means the Labor Code Private Attorneys General Act of 2004
20 (Labor Code, § 2698, *et seq.*).

21 **2.18 PAGA Group Members or Members.** "PAGA Group Members" or "Members"
22 means all non-exempt employees of Defendant in the State of California who had an assignment
23 that ended during the PAGA Period and who did not start any additional assignments during the
24 PAGA Period.

25 **2.19 PAGA Group Members Payment.** "PAGA Group Members Payment" means
26 the aggregate sum of all Settlement Payments that the Settlement Administrator determines are
27 owed to PAGA Group Members under this Agreement, which shall equal 25 percent of the Net
28 Settlement Amount.

2.20 **PAGA Period.** “PAGA Period” means the time period from September 20, 2022, up to and including January 24, 2025.

2.21 **Parties.** “Parties” means plaintiff Elisa Recoder, on behalf of herself, the State of California, and all PAGA Group Members, and Adecco USA, Inc.

2.22 **Plaintiff.** “Plaintiff” means Plaintiff Elisa Recoder.

2.23 **Plaintiff’s Counsel.** “Plaintiff’s Counsel” means the law firms of Diversity Law Group, P.C. and Polaris Law Group.

2.24 **Plan of Allocation.** “Plan of Allocation” means the manner in which the Net Settlement Amount shall be paid to the LWDA and PAGA Group Members as set forth in Section 4.3, below.

2.25 **Released Claims.** “Released Claims” means all claims under PAGA that are alleged in the Complaint, or that could have been reasonably alleged based on the facts alleged in the Complaint, based on alleged violations of Labor Code sections 201, 201.3, 202, and 203 that arose during the PAGA Group Members’ final pay period at his or her assignment during the PAGA Period. The Released Claims are released by both the State of California and the PAGA Group Members as part of this Settlement.

2.26 **Released Parties.** “Released Parties” means Adecco USA, Inc., its present, former, or future parents, subsidiaries, affiliates, divisions, predecessors, successors and assigns, and each of their respective present, past, or future officers, directors, employees, partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

2.27 **Service Payment.** “Service Payment” means the amount authorized by the Court be paid to Plaintiff from the Gross Settlement Amount, separate and apart from the General Release Payment and any Settlement Payment, to be paid to her.

2.28 **Settlement.** “Settlement” means this Agreement and all actions taken pursuant to and in furtherance of this Agreement.

1 **2.29 Settlement Administration Costs.** “Settlement Administration Costs” means the
2 amount approved by the Court to be paid to the Settlement Administrator from the Gross
3 Settlement Amount for administration of the Settlement, not to exceed Thirty Thousand Dollars
4 and Zero Cents (\$30,000.00).

5 **2.30 Settlement Administrator.** “Settlement Administrator” means Phoenix
6 Settlement Administrators or such professional, third-party administrator as may be approved by
7 the Court, which shall be responsible for administering the Settlement pursuant to the terms of
8 this Agreement and the Judgment.

9 **2.31 Settlement Payment.** “Settlement Payment” means the amount that the
10 Settlement Administrator determines is owed to a PAGA Group Member pursuant to the Plan of
11 Allocation described in Section 4.3, below.

12 **2.32 Settlement Fund.** “Settlement Fund” means the fund established and
13 administered by the Settlement Administrator for the purpose of receiving and disbursing
14 amounts to be paid to the LWDA, the PAGA Group Members, Plaintiff, Plaintiff’s Counsel, and
15 the Settlement Administrator pursuant to this Agreement. The Settlement Fund shall be funded
16 by Defendant following the Effective Date in accordance with Section 4.5.1, below.

17 **2.33 Settlement Fund Amount.** “Settlement Fund Amount” means the total amount
18 that Defendant shall remit to the Settlement Administrator in accordance with Section 4.5.1,
19 below, which shall consist of the following amounts, the aggregate of which shall not exceed the
20 Gross Settlement Amount: (a) the LWDA Payment, (b) the PAGA Group Members Payment,
21 (c) the Fee and Expense Award, (d) the General Release Payment, (e) Service Payment, and
22 (f) the Settlement Administration Costs.

23 **3. SETTLEMENT TERMS**

24 **3.1 Motion to Approve PAGA Settlement.** Promptly upon the Parties’ execution of
25 this Agreement, Plaintiff shall file a motion for an order approving the Settlement, including
26 (without limitation) the payment to the LWDA of 75 percent of the Net Settlement Amount.
27 Concurrently therewith, Plaintiff shall submit a copy of this Agreement to the LWDA, in
28 accordance with Labor Code section 2699, subdivision (l)(2). Plaintiff will have sole

responsibility for drafting and filing the motion for approval of the Settlement but will provide her proposed moving papers to Defendant for review and comment at least two business days before filing them with the Court.

3.2 Attorneys' Fees and Costs. Defendant agrees not to oppose Plaintiff's application for attorneys' fees of up to Forty-Two Thousand Five Hundred Eighty-Six Dollars and Sixty-Seven Cents (\$42,586.67) (or one-third ($\frac{1}{3}$) of the Gross Settlement Amount) and costs not to exceed Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00), subject to the Court's approval. The Fee and Expense Award shall represent payment for all claims for Plaintiff's Counsel's attorneys' fees and costs, past and future, incurred in the Action. The Fee and Expense Award shall be paid from the Gross Settlement Amount, and Defendant shall not otherwise be required to pay for any portion of Plaintiff's Counsel's attorneys' fees, costs, or expenses. The Fee and Expense Award shall be paid to Plaintiff's Counsel following the Effective Date, in accordance with Section 4.5.2, below. An award by the Court of attorneys' fees or costs that is less than the amounts applied for will not be grounds for Plaintiff or Plaintiff's Counsel to challenge or withdraw from the Settlement, and any amount not awarded in attorneys' fees or costs will be included in the Net Settlement Amount.

3.3 General Release Payment. In consideration of her general release of her individual claims as set forth in Section 5.2, below, Plaintiff shall receive compensation in the sum of Five Thousand Seven Hundred Sixty Dollars and Zero Cents (\$5,760.00), to be paid from the Gross Settlement Amount, which represents the statutory penalties to which she claims she is owed. The General Release Payment shall be paid by one check in the amount of Five Thousand Seven Hundred Sixty Dollars and Zero Cents (\$5,760.00) and report such amount on IRS Form 1099-MISC as penalties and interest. The General Release Payment is separate from and in addition to the Service Payment and any Settlement Payment to be paid to Plaintiff as a PAGA Group Member hereunder. It will not be grounds for Plaintiff or Plaintiff's Counsel to challenge or withdraw from the Settlement if the Court denies Plaintiff's application for the General Release Payment or awards a lesser amount than that for which Plaintiff applies, and any amount not awarded in the General Release Payment will be included in the Net Settlement Amount.

1 **3.4 Service Payment.** Defendant agrees not to oppose Plaintiff's application for a
2 Service Payment of up to Five Thousand Dollars and Zero Cents (\$5,000.00), which shall be for
3 Plaintiff's efforts as representative of the PAGA Group Members. The Service Payment shall be
4 reported by the Settlement Administrator on IRS Form 1099-MISC as non-wage income. The
5 Service Payment is separate from and in addition to the General Release Payment and any
6 Settlement Payment to be paid to Plaintiff as a PAGA Group Member hereunder. It will not be
7 grounds for Plaintiff or Plaintiff's Counsel to challenge or withdraw from the Settlement if the
8 Court denies Plaintiff's application for a Service Payment or awards a lesser amount than that for
9 which Plaintiff applies, and any amount not awarded in a requested Service Payment will be
10 included in the Net Settlement Amount.

11 **3.5 Delivery of Settlement Amount by Defendant.** In full settlement of the
12 Released Claims and following the Effective Date, Defendant shall deliver the Settlement Fund
13 Amount to the Settlement Administrator for establishment of the Settlement Fund, in accordance
14 with Section 4.5.1, below.

15 **3.6 Interim Stay of Proceedings.** The Parties agree to the entry of a formal stay of
16 all proceedings in the Action, except such proceedings as may be necessary to implement and
17 complete the Settlement.

18 **4. SETTLEMENT PROCEDURES**

19 **4.1 Notification to the LWDA.** Plaintiff shall submit to the LWDA a copy of the
20 Judgment within ten (10) days after its entry, in accordance with Labor Code section 2699,
21 subdivision (l)(3).

22 **4.2 Information Regarding PAGA Group Members.** Within ten (10) business
23 days from the Effective Date, Defendant will provide the Settlement Administrator with the
24 following information with respect to each PAGA Group Member: (i) name, (ii) last known
25 residence address, (iii) Social Security number, (iv) date that an assignment ended during the
26 PAGA Period; and (v) name of the assignment that ended. The information Defendant provides
27 to the Settlement Administrator, along with any updated contact information identified by the
28 Settlement Administrator as set forth in Section 4.3, below, shall be used solely to administer the

1 Settlement Payment process described herein, shall remain confidential, and shall not be
2 disclosed to anyone, except pursuant to the express written authorization of Defendant or the
3 individual in question, by order of the Court, or to the extent necessary to fulfill the Settlement
4 Administrator's reporting obligations hereunder.

5 **4.3 Settlement Administrator Duties.** The Settlement Administrator's duties shall
6 include, without limitation: (i) taking receipt of and safeguarding the Settlement Fund Amount
7 and establishing the Settlement Fund; (ii) calculating and distributing the LWDA Payment,
8 Settlement Payments to PAGA Group Members, Fee and Expense Award, General Release
9 Payment, and Service Payment, provided such amounts are approved by the Court; (iii) issuing
10 all tax forms required by law; (iv) filing reports with the taxing authorities as required by law;
11 and (v) establishing a toll-free number for PAGA Group Members to call the Settlement
12 Administrator with any questions regarding the Settlement, together with such other tasks as the
13 Parties may mutually agree or the Court may order the Settlement Administrator to perform. The
14 Settlement Administrator shall take all reasonable steps to ensure that (a) the highest percentage
15 of PAGA Group Members receive their Settlement Payments and (b) it has the most current and
16 accurate addresses for the PAGA Group Members, including, but not limited to performing an
17 initial National Change of Address database search on all PAGA Group Members who are no
18 longer employed by Defendant. In addition, the Settlement Administrator shall perform a
19 standard search, also known as "batch," "skip trace," or "credit header" searches, on all
20 addresses returned as undeliverable. The Settlement Administrator shall immediately re-mail
21 returned checks tendered to the PAGA Group Members to all updated addresses obtained
22 through its efforts to locate their most current and accurate addresses. The Settlement
23 Administrator shall complete re-mailing any returned checks no later than 75 days after the
24 Effective Date.

25 **4.3 Plan for Allocation: Calculation of Settlement Payments.** The Settlement
26 Administrator shall be responsible for the calculation of Settlement Payments to the PAGA
27 Group Members. The Settlement Payments will be paid on a *pro rata* basis as follows:

28 4.3.1 Before computing the amounts of any Settlement Payments to be paid to

PAGA Group Members, the Settlement Administrator shall determine the amount of the PAGA Group Members Payment by deducting from the Gross Settlement Amount the following: (a) the LWDA Payment, (b) the Fee and Expense Award, (c) the General Release Payment, (d) the Service Payment, and (e) the Settlement Administration Costs.

4.3.2 The Settlement Payment for each PAGA Group Member shall be calculated by dividing the PAGA Group Members Payment by the number of PAGA Group Members to arrive at the amount allocated to each individual.

4.3.3 In order to determine the number of PAGA Group Members, the Settlement Administrator shall use the information provided by Defendant pursuant to Section 4.2, above.

4.4 Taxes.

4.4.1 **PAGA Group Member Obligations.** Each PAGA Group Member shall be individually responsible for paying applicable federal, state, and local income taxes, if any, on all amounts such person receives pursuant to this Agreement, and Defendant shall have no liability therefor.

4.4.2 **Settlement Administrator Responsibilities Regarding Taxes.** It shall be the responsibility of the Settlement Administrator or its designee to timely and properly prepare and deliver the necessary tax documentation to all necessary parties and to report all necessary information to the applicable government entities as required by law. All payments to the LWDA, PAGA Group Members, Plaintiff, and Plaintiff's Counsel pursuant to this Agreement shall be reported on IRS Form 1099-MISC, as required by law.

4.4.3 **No Claims.** No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in accordance with or pursuant to this Agreement.

4.5 **Distribution of Settlement Payments.** After the Effective Date, the Settlement Payments shall be distributed to PAGA Group Members in accordance with the procedures set forth below:

4.5.1 **Remittance of Settlement Fund Amount.** Within thirty (30) days from

1 the Effective Date, Defendant will remit the Settlement Fund Amount to the Settlement
2 Administrator for the establishment of the Settlement Fund.

3 **4.5.2 Delivery of Payments.** Within ten (10) business days after Defendant's
4 remittance to the Settlement Administrator of the Settlement Fund Amount, the Settlement
5 Administrator shall establish the Settlement Fund and distribute (a) the LWDA Payment, (b) the
6 Settlement Payments to PAGA Group Members, (c) the Fee and Expense Award, (d) the General
7 Release Payment, (e) the Service Payment, and (f) the Settlement Administration Costs. Also,
8 within ten (10) business days after Defendant's remittance of the Settlement Fund Amount, the
9 Settlement Administrator shall provide Plaintiff's Counsel and Defendant's Counsel with a
10 written report listing each PAGA Group Member and the amount of the Settlement Payment to
11 be made to each of them. Plaintiff's Counsel shall hold the information contained in this report
12 in strictest confidence and not use or disclose it for any purpose, except on the written
13 authorization of Defendant's Counsel or by order of the Court. No payments shall be made until
14 the Effective Date has passed.

15 **4.5.3 Negotiation of Settlement Checks.** Settlement checks tendered to PAGA
16 Group Members shall remain valid and negotiable for one hundred eighty (180) days following
17 the date of their issuance and shall thereafter be automatically voided if not cashed by the PAGA
18 Group Member within that time. Upon the voiding of a PAGA Group Member's check, the
19 PAGA Group Member's right to participate in the Settlement shall be extinguished, although the
20 individual shall remain a PAGA Group Member bound by the Judgment entered in the Action.
21 In the event any checks remain uncashed for any reason after this 180-day period, the Settlement
22 Administrator shall remit to Legal Aid at Work all uncashed proceeds, as a cy pres recipient.

23 **4.6 Discharge of Defendant's Obligations.** Defendant shall fully discharge its
24 obligations to Plaintiff, the LWDA, and the PAGA Group Members after providing the
25 information on the PAGA Group Members to the Settlement Administrator as set forth in
26 Section 4.2, above, and following the remittance of the Settlement Fund Amount to the
27 Settlement Administrator as set forth in Section 4.5.1, above, regardless of whether checks
28 representing individual Settlement Payments are actually received and/or negotiated by PAGA

1 Group Members. Once Defendant has complied with its obligations set forth in Sections 4.2
2 and 4.5.1, above, it will be deemed to have satisfied all terms and conditions to which it is
3 subject under this Agreement, shall be entitled to all protections afforded to it under the
4 Agreement, and shall have no further obligations under the Agreement, regardless of what occurs
5 with respect to the further administration of the Settlement.

6 **4.7 Notification and Certification by Settlement Administrator.** The Settlement
7 Administrator shall keep Defendant's Counsel and Plaintiff's Counsel apprised of the status of
8 the settlement administration process and its distribution of Settlement Payments. Upon
9 completion of administration of the Settlement, the Settlement Administrator shall provide a
10 detailed, written certification of such completion to the Parties, including the amounts paid to the
11 LWDA, PAGA Group Members (in the aggregate), Plaintiff's Counsel, Plaintiff, and the
12 Settlement Administrator.

13 **4.8 Nullification of Settlement Agreement If Settlement Not Approved.** In the
14 event the Court does not approve the Settlement as provided herein, this Agreement shall be null
15 and void *ab initio* (with the exception of this Section 4.8) and any order or judgment entered by
16 the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation
17 of the Parties. In such case, the Parties shall be returned to their respective statuses as of the date
18 prior to participating in mediation.

19 **5. RELEASE AND WAIVER OF CLAIMS**

20 **5.1 PAGA Release.** Effective upon the Effective Date and remittance of the
21 Settlement Fund Amount, the State of California and all PAGA Group Members (including
22 Plaintiff) shall be deemed to have, and by operation of the Judgment shall have, expressly
23 released, waived, and discharged the Released Parties from the Released Claims, and they shall
24 be bound by the Approval Order and Judgment and be forever barred from pursuing any of the
25 Released Claims that accrued during the PAGA Period against any of the Released Parties.

26 **5.2 Plaintiff's General Release.** In addition to her release of the Released Parties
27 from the Released Claims as set forth in Section 5.1, above, effective upon the Effective Date
28 and remittance of the Settlement Fund Amount, Plaintiff hereby expressly releases and waives

any and all claims, demands, rights, liabilities, and causes of action she has or has ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any other form of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act at any time up to and including the Approval Date, including but not limited to any claims arising from or related to her employment with Defendant or the termination of that employment. This general release by Plaintiff includes all statutory claims, including Labor Code section 203, common law claims (including but not limited to those sounding in contract, tort, and equity), and claims for compensation to the fullest extent permitted by law. Plaintiff further agrees not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this Section 5.2.

5.3 Waiver of Civil Code Section 1542. Plaintiff, for herself only, acknowledges that her general release herein includes potential claims and costs that may not be known or suspected by her to exist, and she hereby expressly and affirmatively waives and relinquishes any and all rights and benefits that she may otherwise have relating to the claims released in Section 5.2, above, pursuant to Civil Code section 1542 and any similar law of any state or territory of the United States. Civil Code section 1542 states as follows:

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

6. ADDITIONAL PROVISIONS

6.1 No Admission of Liability. Defendant contends that all of its employment practices comply and at all times have complied with applicable law, the PAGA Group Members were and are timely and fully compensated for all wages upon separation of employment. Defendant further contends that its conduct was not willful, knowing and intentional, or

1 otherwise unlawful with respect to any of the claims alleged in the Action. Defendant denies any
2 wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and
3 contends that all of Plaintiff's claims and allegations lack merit and Defendant has valid defenses
4 to each of them. This Agreement reflects the compromise and settlement of disputed claims
5 between the Parties, and its provisions and any and all drafts, communications, or discussions
6 relating thereto do not constitute, are not intended to constitute, and will not under any
7 circumstances be deemed to constitute an admission by Defendant as to the merits, validity, or
8 accuracy of any of the allegations or claims in the Action, nor a waiver of any defense.

9 **6.2 Parties Represented by Counsel.** The Parties hereby acknowledge that they
10 have been represented in negotiations for and in the preparation of this Agreement by
11 independent counsel of their own choosing, they have read this Agreement and have had it fully
12 explained to them by such counsel, and they are fully aware of the contents of this Agreement
13 and of its legal effect.

14 **6.3 Voluntary Agreement.** This Agreement is executed voluntarily and without
15 duress or undue influence on the part of or on behalf of either Party, or of any other person, firm,
16 or entity. Each Party has made such investigation of the facts pertaining to this Agreement and
17 of all other matters pertaining hereto as he or it deems necessary.

18 **6.4 No Public Comment.** Unless they first obtain Defendant's express written
19 consent, Plaintiff's Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or
20 promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third
21 party (including but not limited to the media, the legal community, or the public at large), or
22 (b) issue any press releases or initiate any contact with the media regarding the Settlement, or
23 otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to
24 prevent Plaintiff or Plaintiff's Counsel from disclosing or discussing the terms of this Settlement
25 with the Court, the Settlement Administrator, PAGA Group Members, or as otherwise required
26 by law.

27 **6.5 Authorization.** The Parties hereto represent and warrant that each signatory
28 hereto has the full right and authority to enter into this Agreement and bind the Party on whose

1 behalf he or it has executed this Agreement.

2 **6.6 Agreement Binding on Successors in Interest.** This Agreement shall be binding
3 on and inure to the benefit of the respective successors, assigns, heirs, and personal
4 representatives of the Parties.

5 **6.7 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other
6 to accomplish the terms of this Agreement, including but not limited to execution and delivery of
7 any and all additional papers, documents, and other assurances and taking such other action that
8 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
9 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any
10 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
11 the terms set forth herein.

12 **6.8 Entire Agreement.** This Agreement contains the entire agreement between the
13 Parties and constitutes the complete, final, and exclusive embodiment of their agreement with
14 respect to the subject matter hereof. This Agreement is executed without reliance upon any
15 promise, representation, or warranty by either Party or any representative of a Party, other than
16 those expressly set forth herein.

17 **6.9 Headings.** The various headings used in this Agreement are solely for the
18 convenience of the Parties and shall not be used to interpret this Agreement.

19 **6.10 No Construction Against Drafter.** This Agreement shall be deemed to have
20 been drafted jointly by the Parties, and any rule that a document shall be interpreted against the
21 drafter shall not apply to this Agreement.

22 **6.11 Amendment and Modification.** This Agreement may not be amended, altered,
23 or modified except in writing and signed by the Parties hereto, their successors in interest, or
24 their duly authorized representatives or attorneys, and approved by the Court.

25 **6.12 Governing Law.** This Agreement is entered into in accordance with the laws of
26 the State of California and shall be governed by and interpreted in accordance with those laws.

27 **6.13 Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
28 otherwise arising out of this Agreement, or relating to the Action or the Released Claims, shall

1 be subject to the exclusive jurisdiction of the Court. The Parties intend this Agreement to be
2 enforceable pursuant to Code of Civil Procedure section 664.6. Should any of the Parties to the
3 Agreement be required to enforce its terms, the prevailing party shall be entitled to recover
4 reasonable attorneys' fees and costs, subject to Court approval. Following the entry of the
5 Judgment but without affecting the finality thereof, the Court shall retain jurisdiction solely with
6 respect to the interpretation, implementation, and enforcement of the terms of this Agreement
7 and all orders and judgments entered in connection therewith, and the Parties and their counsel
8 shall submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
9 enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
10 connection therewith.

11 **6.14 Agreement Constitutes a Complete Defense.** To the extent permitted by law,
12 this Agreement may be pleaded as a full and complete defense to any action, suit, or other
13 proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this
14 Agreement.

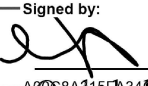
15 **6.15 Signatures.** Any signature made and transmitted by facsimile or electronically
16 (such as DocuSign) or by a Portable Document Format ("PDF") attachment to an email shall
17 have the same force and effect as original signatures.

18 **6.16 Execution Date and Execution in Counterparts.** This Agreement shall be
19 deemed executed upon the last date of signature of all of the undersigned. The Parties may
20 execute this Agreement in counterparts, each of which shall constitute an original, but all of
21 which together shall constitute one and the same instrument having the same force and effect as
22 if all Parties had signed the same instrument.

23 IN WITNESS WHEREOF, the Parties hereto have so agreed.

24 Dated: June ²³, 2025

ELISA RECODER

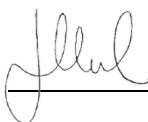
25 Signed by:
26 

27 On behalf of herself, the State of California,
28 and all PAGA Group Members

July 8, 2025

Dated: ~~June~~ , 2025

ADECCO USA, INC.

By: 

Name: Jose Carlos Alcantara

Title: Head of Finance

APPROVED AS TO FORM:

DIVERSITY LAW GROUP, P.C.
POLARIS LAW GROUP

Dated: June 23, 2025

By: 

Larry W. Lee

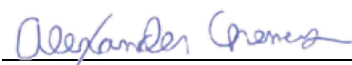
Max W. Gavron

Attorneys for Plaintiff Elisa Recoder

APPROVED AS TO FORM:

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Dated: July 9, 2025

By: 

Alexander M. Chemers

Attorneys for Defendant Adecco USA, Inc.

EXHIBIT A

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

ELISA RECODER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADECCO USA, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CGC-23-610955

**[PROPOSED] ORDER APPROVING
SETTLEMENT AND JUDGMENT THEREON**

Date: August 18, 2025

Time: 9:00 a.m.

Dept.: 301

Action Filed: December 8, 2023

Trial Date: September 8, 2025

1 The motion of Plaintiff Elisa Recoder (“Plaintiff”) for an order approving the settlement
2 of the above-captioned action and entering judgment thereon (“Motion”) having come before the
3 Court, and the Court being duly apprised of the premises, and GOOD CAUSE appearing,

4 **IT IS HEREBY ORDERED** that the Motion shall be and is granted and the settlement
5 of this action is hereby approved.

6 **IT IS FURTHER ORDERED** as follows:

7 1. Capitalized terms in this Approval Order shall have the same meaning they are
8 given in the PAGA Settlement Agreement attached as **Exhibit B** to the Declaration of Max W.
9 Gavron filed in support of the Motion;

10 2. Phoenix Settlement Administrators is approved to serve as the Settlement
11 Administrator and is hereby authorized to perform all of the duties assigned to it in the
12 Settlement Agreement and to disburse the following from the Settlement Fund in accordance
13 with the terms of the Settlement Agreement:

14 a. The LWDA Payment in the amount of \$23,178.88 (which accounts for the
15 difference between the estimated costs from the Fee and Expense Award
16 and those actually incurred);

17 b. The PAGA Group Members Payment in the aggregate amount of
18 \$7,726.29 (which accounts for the difference between the estimated costs
19 from the Fee and Expense Award and those actually incurred);

20 c. The Fee and Expense Award in the amount of \$42,586.67 in fees, and
21 \$13,508.16 in costs;

22 d. The Service Payment in the amount of \$5,000.00; and

23 e. The Settlement Administration Costs in the amount of \$30,000.00.

24 3. The State of California and all PAGA Group Members (including Plaintiff) are
25 hereby deemed to have, and by operation of this Approval Order and Judgment shall have,
26 expressly released, waived, and discharged the Released Parties from the Released Claims, and
27 shall be bound by this Approval Order and Judgment and be forever barred from suing the
28 Released Parties on any of the Released Claims.

4. Judgment shall be entered forthwith in accordance with the foregoing, with each party to pay her or its own attorneys' fees and costs except as expressly set forth in the Settlement Agreement.

5. The Court shall retain jurisdiction for purposes of ensuring compliance with the terms of the Agreement and this Order, pursuant to Code of Civil Procedure § 664.6.

6. The Court sets a Final Distribution Hearing for _____, 2026,
at _____ a.m./p.m., in Department _____. Fourteen (14) calendar days prior to
the hearing, Plaintiff shall file a declaration from the settlement administrator detailing the
distribution.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____, 2025

HON. CHRISTINE VAN AKEN
SUPERIOR COURT OF CALIFORNIA

EXHIBIT B

NOTICE OF SETTLEMENT

Enclosed is a check representing your share of the proceeds of the settlement of a lawsuit brought against Adecco USA, Inc. by a former employee, entitled *Elisa Recoder v. Adecco USA, Inc.*, Superior Court of California, County of San Francisco Case No. CGC-23-610955 (the “Action”). The Action alleged a claim under California’s Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.* PAGA is a statute that permits an alleged “aggrieved employee” to bring a civil lawsuit to enforce the Labor Code on behalf of the State of California and other employees. In a PAGA case, after deduction of attorneys’ fees, costs, settlement administration costs, and a service award for the named plaintiff, 75% of any recovery is distributed to the State of California, and the remaining 25% is distributed to the employees.

The Action brought a PAGA claim for alleged violations of the California Labor Code §§ 201, 201.3, 202, and 203, and the applicable Wage Order(s) promulgated by the Industrial Welfare Commission (“IWC”). There are approximately [REDACTED] employees who will each receive a portion of the settlement.

The Action is now settled. The settlement is not an admission of liability by Adecco USA, Inc. (“Adecco”). Throughout this case, Adecco has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Adecco contends that it has complied with all laws and regulations regarding those matters.

Your payment was calculated based on the fact that, between September 20, 2022 and January 24, 2025, you: (1) worked for Adecco in California; (2) your assignment with Adecco ended; and (3) you were not placed on a second assignment by Adecco. The settlement has been approved by the court and no further action is required on your part. You should cash your check by [180 DAYS AFTER ISSUANCE], after which the check will be void and you will no longer be able to share in the settlement. Even if you do not cash your check, as a result of the settlement of the Action, you will be bound by the release in this Action. The settlement releases claims for civil penalties under PAGA predicated on alleged violations of Labor Code §§ 201, 201.3, 202, and 203 from September 20, 2022, up to and including January 24, 2025. This means that you cannot file a lawsuit under PAGA for alleged violations of these statutes and regulations during this time period.

If you have questions about the settlement, you may call the settlement administrator, [NAME] at [TOLL-FREE NUMBER]. You may also contact Plaintiff’s counsel at:

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
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William L. Marder (State Bar No. 170131)
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Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

You may also access documents regarding the Action on the Court's online docket, which is available here:

<https://webapps.sftc.org/captcha/captcha.dll?referrer=https://webapps.sftc.org/ci/CaseInfo.dll?>

You may use the case number, CGC-23-610955, to look up information regarding the Action.

Please do not contact the Court regarding this Notice.

EXHIBIT C



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10181
Invoice Date 07/21/2025
Terms Upon Receipt
Due Date 07/21/2025
PO #

Invoice Total: 13508.16
Payment Applied: 0.00
Total Due: 13508.16

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	-0.00	0.00	0.00
Billed Time		0.00	-0.00	0.00	0.00
Expenses		13508.16	-0.00	0.00	13508.16
		\$13,508.16	\$0.00	\$0.00	\$13,508.16

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Recoder, Elisa v. Adecco USA Inc. - PAGA	0.00	0.00	13508.16	-0.00	0.00	13508.16
	\$0.00	\$0.00	\$13,508.16	\$0.00	\$0.00	\$13,508.16

Subtotal: \$13,508.16
Discount: -\$0.00
Subtotal after Discount:\$13,508.16
Taxable Subtotal: \$13,508.16
Tax: \$0.00
Total: \$13,508.16
Payment Applied: \$0.00
Total Due: \$13,508.16

Notes



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10181
Invoice Date	07/21/2025
Terms	Upon Receipt
Due Date	07/21/2025
PO #	

Terms & Conditions



INVOICE

Diversity Law Group

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Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10181
Invoice Date 07/21/2025
Terms Upon Receipt
Due Date 07/21/2025
PO #

Summary- Recoder, Elisa v. Adecco USA Inc. - PAGA (18104.002)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		13508.16

Subtotal: \$13,508.16
Discount: -\$0.00
Subtotal after Discount:\$13,508.16
Taxable Subtotal: \$13,508.16
Tax: \$0.00
Total: \$13,508.16

Details - Recoder, Elisa v. Adecco USA Inc. - PAGA (18104.002)

Expenses

Category	Date	Expense Code	Description	Amount (\$)
	09/30/2023	Photocopies	PhotocopiesPhotocopies	0.25
	09/30/2023	Postage	PostagePostage	8.53
	11/16/2023	Court fees	OneLegal - ComplaintOneLegal - Complaint	1490.66
	12/04/2023	Court fees	File & ServeXpress - Application for	107.61
	11/30/2023	Postage	PostagePostage	0.63
	11/30/2023	Attorney Service	Attorney Service - Complaint Service	101.86
	12/14/2023	Court fees	OneLegal - ComplaintOneLegal - Complaint	1490.66
	01/03/2024	Court fees	OneLegal - Request for Dismissal	13.33
	01/03/2024	Court fees	File & ServeXpress - POS of Summons	8.05
	01/03/2024	Court fees	File & ServeXpress - POS of Summons	8.05
	12/31/2023	Photocopies	PhotocopiesPhotocopies	1.50
	12/31/2023	Postage	PostagePostage	0.87
	01/10/2024	Court fees	OneLegal - Motion to DismissOneLegal - Motion to Dismiss	77.16
	12/20/2023	Attorney Service	Attorney Service - Complaint Service	129.96
	01/18/2024	Court fees	OneLegal - Motion to DismissOneLegal - Motion to Dismiss	77.21
	01/30/2024	Court fees	OneLegal - NoticeOneLegal - Notice	15.39



INVOICE

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lwlee@diversitylaw.com

Invoice # 10181
Invoice Date 07/21/2025
Terms Upon Receipt
Due Date 07/21/2025
PO #

Category	Date	Expense Code	Description	Amount (\$)
	02/15/2024	Court fees	OneLegal - Proposed OrderOneLegal - Proposed Order	15.39
	01/31/2024	Photocopies	PhotocopiesPhotocopies	3.75
	01/31/2024	Postage	PostagePostage	2.14
	02/20/2024	Attorney Service	Attorney Service - Proposed Order	94.74
	02/29/2024	Photocopies	PhotocopiesPhotocopies	0.75
	02/29/2024	Postage	PostagePostage	0.64
	04/12/2024	Court fees	OneLegal - CMSOneLegal - CMS	15.39
	04/12/2024	Court fees	OneLegal - CMSOneLegal - CMS	77.21
	01/30/2024	Court fees	OneLegal - eservice chargeOneLegal - eservice charge	2.00
	04/12/2024	Court fees	OneLegal - eservice chargeOneLegal - eservice charge	2.00
	01/03/2025	Arbitrators/mediators	JAMS MediationJAMS Mediation	9500.00
	09/20/2023	Court fees	LWDALWDA	75.00
Photocopies	01/31/2025		Photocopies	0.25
Postage and delivery	01/31/2025		Postage	0.69
Postage and delivery	01/17/2025		Federal Express	35.55
Photocopies	02/28/2025		Photocopies	0.25
Postage and delivery	02/28/2025		Postage	0.69
Court Fees	07/21/2025		WIP - Filing Fees for Approval Motion	150.00
Subtotal:				\$13,508.16
Total:				\$13,508.16

EXHIBIT D

Recoder v. Adecco USA
Max W. Gavron Time and Task Chart

Hours	Description of Work
4.9	Review client intake notes; analysis and research re theories of liability; prepare memorandum to file re same; conference with co-counsel re same
1.8	Prepare Class Action Complaint and PAGA complaint.
3.5	Meet and confer with defense counsel re anticipated petition to compel arbitration; conduct legal research re same; confer with co-counsel re same and proposed dismissal without prejudice of putative class claims.
.5	Analyze and review Defendant's answer to complaint.
2.9	Prepare draft first set of discovery to Defendant; analyze and review client documents to prepare same.
3.6	Meet and confer with defense counsel re prospect of mediation; confer with co-counsel and client re same; draft and revise request for informal production of data necessary for mediation; research mediators.
7.5	Analyze and review data and documents produced in advance of mediation; conduct legal research considering production; Draft and revise mediation brief; conduct legal research re same; confer with co-counsel and strategize re anticipated defenses; research recent PAGA settlements regarding similar issues.
9.4	Prepare for and participate in mediation.
6.5	Draft and revise settlement agreement; meet and confer with defense counsel re same; confer with client and co-counsel re same.
5.9	Prepare Motion for Approval of PAGA Settlement and supporting declarations; confer with defense and co-counsel re same.
46.5	TOTAL HOURS