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7 Attorneys for Plaintiff Douglass Olmsted

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 FIDEL ANTONIO MUNOZ, DOUGLASS
11 OLMSTED, and ANDREW DAT, on behalf of
themselves and all others similarly situated and
12 their capacities as private attorneys general

13 Plaintiffs,

14 v.

15 MERCURY INSURANCE SERVICES, LLC,
16 a California limited liability company; and
DOES 1 through 50, Inclusive,

17 Defendant.
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Case No.: 24STCV08298

Assigned for All Purposes to
Hon. Carolyn B. Kuhl, Dept. 12

**DECLARATION OF GRAHAM S.P. HOLLIS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT**

Date: February 5, 2025
Time: 10:30 a.m.
Dept: 12
Judge: Hon. Carolyn Kuhl

Action Filed: April 2, 2024
Trial Date: None Set

1 I, Graham S.P. Hollis, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I am
3 a shareholder of the law firm GrahamHollis, APC, in San Diego, California. Along with myself, co-
4 shareholder, Nathan J. Reese, and associate, Alex M. Kuner, are counsel of record for Plaintiff Douglass
5 Olmsted ("Plaintiff Olmsted") and the primary attorneys from my firm handling this case. I am thoroughly
6 familiar with, and have personal knowledge of, all the facts set forth herein. If called as a witness, I could
7 and would competently testify to the information set forth below.

8 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class
9 and PAGA Action Settlement.

10 3. A true and correct copy of the parties' Class Action and PAGA Settlement Agreement and
11 Release ("Settlement Agreement") is attached to the Declaration of James Hawkins and incorporated
12 herein by reference.

13 **PROCEDURAL HISTORY**

14 4. On May 5, 2020, my office submitted written notice to the California Labor and Workforce
15 Development Agency ("LWDA") and to Mercury Insurance Services, LLC ("Mercury" or "Defendant")
16 on behalf of Plaintiff Olmsted informing them of Defendant's alleged violations of the California Labor
17 Code pursuant to the Private Attorneys General Act ("PAGA"), including the facts and theories to support
18 each alleged violation.

19 5. On January 29, 2021, Plaintiff Olmsted filed a PAGA representative action complaint
20 against Mercury in the Santa Clara County Superior Court, individually and on behalf of all other current
21 and former non-exempt employees of Mercury in California. Shortly thereafter, Plaintiff Olmsted served
22 his initial round of written discovery on Mercury.

23 6. The parties initially agreed to attend an early mediation. In order to facilitate settlement
24 and allow Plaintiff to prepare for the mediation, Defendant agreed to provide documents and information
25 prior to the mediation. Specifically, prior to the mediation, Defendant provided my firm with: the names
26 and contact information for a sample of alleged aggrieved employees, a list of expense reimbursement
27 requests, expense reimbursement payments, and all policies related to expense reimbursement for alleged
28 aggrieved employees; documents related to Plaintiff's individual employee file; and several other

1 categories of documents which related to Plaintiff's arbitration that are not relevant to this settlement.

2 7. In preparation for the mediation, my office conducted a thorough review and analysis of
3 Defendant's reimbursement records. My office further conducted a campaign of calling and interviewing
4 alleged aggrieved employees in order to obtain information from them regarding their experience working
5 for Defendant. My office then took said information and prepared a comprehensive analysis of
6 Defendant's potential liability and exposure and similarly prepared a mediation brief regarding the same.
7 On February 2, 2022, Plaintiff Olmsted submitted a demand for arbitration based upon individual claims
8 stemming from his termination of employment with Mercury.

9 8. On February 7, 2022, my firm attended mediation with the Hon. Carl J. West (Ret.) to
10 mediate Plaintiff Olmsted's PAGA claims as well as his individual claims. However, the parties were
11 unable to resolve the matters at mediation.

12 9. The parties thereafter engaged in motion practice related to *Viking River Cruises, Inc. v.*
13 *Moriana* ("*Viking River*"), which was then pending in front of the United States Supreme Court. On
14 May 10, 2022, the Santa Clara County Superior Court issued a stay of the proceedings in the Olmsted
15 matter pending a decision in *Viking River*.

16 10. On September 15, 2022, following the Supreme Court's decision in the *Viking River*
17 *Cruises, Inc. v. Moriana* matter, the Court granted Mercury's motion to compel arbitration, and ordered
18 that Plaintiff Olmsted's individual PAGA claims be compelled to arbitration. The Court also dismissed
19 Plaintiff Olmsted's representative PAGA claims. Plaintiff Olmsted appealed the dismissal of his
20 representative PAGA claim and, following the California Supreme Court's decision in *Adolph v. Uber*
21 *Technologies, Inc.*, 14 Cal. 5th 1104 (2023), the parties ultimately stipulated that Plaintiff Olmsted's
22 appeal should be granted and the representative PAGA claim was remanded to state court.

23 11. Following the Court's order compelling his individual PAGA claim to arbitration, Plaintiff
24 Olmsted amended his prior demand for arbitration and added his individual PAGA claim.

25 12. In the arbitration matter, Plaintiff Olmsted and Mercury ultimately entered into a
26 confidential settlement agreement for Plaintiff Olmsted's individual claims related to his termination and
27 for his individual PAGA claim. The arbitration was therefore dismissed in August of 2023.

28 13. In January of 2024, the stay of the representative PAGA matter before the Santa Clara

County Superior Court was lifted. Plaintiff Olmsted served a second set of Special Interrogatories and an initial set of Requests for Production of documents shortly thereafter.

14. Around May of 2024, my office learned that the Munoz and Dat matters attended mediation with Mercury and reached a settlement in principle.

15. I signed the Joint Prosecution, Confidentiality, and Fee Sharing Agreement (“JPA”) on September 3, 2024. Plaintiff Olmsted also signed his acknowledgment of the JPA on September 3, 2024.

16. On September 9, 2024, the Joint Prosecution Agreement was signed by all relevant parties.

CLASS COUNSEL’S CLASS ACTION EXPERIENCE

17. I have been a member of the State Bar of California since 1985. I have personally tried many bench and jury trials to verdict in various courts in California and I have represented employees and employers in employment litigation matters since 1995. My involvement in various forms of class action litigation spans more than twenty years.

18. Over the past nine years, my firm has been appointed as class counsel and received adequate and fair settlements in over one hundred class action lawsuits in the district and state courts of California with claims similar to those presented here.

19. Additionally, my firm currently serves as plaintiff’s counsel in approximately 100 wage and hour class action and/or PAGA representative action cases pending throughout California. A list of the cases in which my firm has served as class counsel and/or currently serves as counsel for plaintiffs in wage and hour employment actions pending throughout California is attached as **Exhibit 1**.

20. I have also served as defense counsel in the following class action cases: *Garza, et al. v. SRH Investments LLC, et al.*, Superior Court for the County of Los Angeles; *Avila, et al. v. Gateway Ivey Ranch Associates, et al.*, Superior Court for the County of San Diego; *Cabrera, et al. v. Fieldstone Communities, Inc., et al.*, Superior Court for the County of San Diego; *Cheatwood, et al. v. Greystone Homes, Inc., et al.*, Superior Court for the County of San Bernardino; *Castro, et al. v. Kaufman & Broad of Southern California, Inc. et al.*, Superior Court for the County of San Diego; *Flores, et al. v. Eastlake Trails Co. LLC et al.*, Superior Court for the County of San Diego; *Pacheco, et al. v. WL Coral Gate Associates, et al.*, Superior Court for the County of San Diego; *Garcia, et al. v. Cambridge Homes, et al.*, Superior Court for the County of Riverside; *Harris, et al. v. LNC Properties, LTD, et al.*, Superior Court

1 for the County of San Bernardino; *Soriano, et al. v. Kaufman and Broad of Southern California, Inc., et*
2 *al.*, Superior Court for the County of Kern; *Rodriguez, et al v. Epic Development Corporation, et al.*,
3 Superior Court for the County of Kern; *Gates, et al. v. Kaufman and Broad Coastal Valleys, Inc., et al.*,
4 Superior Court for the County of Los Angeles; *Zimmerman, et al. v. West Venture Development, Inc., et*
5 *al.*, Superior Court for the County of San Bernardino; *Robles, et al. v. Rockfield Development Corporation,*
6 *et al.*, Superior Court for the County of San Bernardino; *Riley, et al. v. So Cal Housing Partners, LLC, et*
7 *al.*, Superior Court for the County of San Bernardino; *Castillo, et al. v. LNC Properties LTD, et al.*,
8 Superior Court for the County of San Bernardino; *Reynoso, et al v. DOES 1-50*, inclusive, Superior Court
9 for the County of San Diego; *Frais v. Forecast Group*, Superior Court for the County of Los Angeles;
10 *Haney v. The Presley Group*, Superior Court for the County of Riverside; *Le Doux v. KB Homes*, Superior
11 Court for the County of Los Angeles; *Long v. West Venture*, Superior Court for the County of Los Angeles;
12 *Manning v. Presley Homes*, Superior Court for the County of Los Angeles; *McLellan v. Stratham Group*,
13 Superior Court for the County of Los Angeles; and *Winkler v. West Venture*, Superior Court for the County
14 of Los Angeles.

15 21. Mr. Reese was admitted to the State Bar of California in 2012. Mr. Reese has represented
16 employees in employment litigation matters since 2012 and began working in wage and hour class action
17 litigation in 2015. He has obtained settlements and been approved as class counsel in the following class
18 and Private Attorneys General Act of 2004 (“PAGA”) representative actions: *Milburn v. PetSmart, Inc.*,
19 United States District Court for the Eastern District, settled for \$1,350,000 on behalf of approximately a
20 total of 3,491 class members and aggrieved employees, and Judge Drozd approved fees of 33 1/3%;
21 *Dadafshar v. KT Hotels, LLC et al.*, Superior Court for the County of San Diego, settled for \$515,000 on
22 behalf of approximately 892 class members and Judge Pollock awarded 33.33% in fees; *Potter v. Big Tex*
23 *Trailer Manufacturing Inc. et al.*, United States District Court for the Central District, settled for
24 \$972,391.68 on behalf of 104 class members and Judge Gutierrez approved fees of 33.33%; *Taylor v.*
25 *Cross Country*, Superior Court for the County of Los Angeles, settled for \$582,000 on behalf of a
26 settlement class of 589 and 1,602 aggrieved employees and Judge Nelson approved fees of 33 1/3%; and
27 *Ramirez v. Baker Hughes Oilfield Operations, LLC*, Superior Court for the County of Santa Barbara,
28 settled for \$2,750,000 on behalf of a settlement class of 165 employees, and Judge Anderle approved fees

1 of 33 1/3%; *Cassels v. Select Comfort Retail Corporation*, Superior Court for the San Diego County,
2 settled for \$1,250,000 on behalf of 426 class members and 997 aggrieved employees, and Judge Wohlfeil
3 awarded fees of 33 1/3%; and *Christensen v. Heartland Express Inc. of Iowa*, Superior Court for the
4 County of San Bernardino, settled for \$10,250,000 on behalf of approximately 1,717 class members and
5 760 collective action members, and Judge Cohn awarded 1/3 in fees. In addition, Mr. Reese, along with
6 other members of my firm, obtained a \$16,009,598.80 class and PAGA verdict on behalf of approximately
7 820 employees in Santa Clara County in 2023 in *Arriaga Wage and Hour Cases*.

8 22. Mr. Kuner was admitted to the California State Bar in December of 2018, and began
9 practicing employment law in November of 2019. Since that time, Mr. Kuner has represented employees
10 in numerous wage and hour class action cases, PAGA cases, and individual actions including in the Los
11 Angeles County Superior Court and throughout the state of California.

12 23. My colleagues and I have considerable experience handling complex wage and hour class
13 action cases with claims similar to those asserted in this action and have successfully represented tens of
14 thousands of employees in state and federal court cases throughout California.

15 **CLASS COUNSEL'S FEES AND COSTS ARE REASONABLE**

16 24. Class Counsel for the Munoz, Dat, and Olmsted matters will collectively request an
17 attorneys' fee award in the amount of 35% of the Gross Settlement Amount (i.e., \$980,000.00) and
18 reimbursement of actual litigation costs in an amount not to exceed \$47,000.00. Class Counsel have
19 entered into a written agreement dividing the fee award as follows: 37.5% for GrahamHollis, APC; 37.5%
20 for James Hawkins APLC; and 25% for Crosner Legal, PC. The plaintiffs in each respective case have
21 given their written consent to the fee-sharing agreement.

22 25. I believe that the fees and costs are warranted and reasonable because of the substantial
23 work and effort incurred to achieve the Settlement on behalf of the Class Members and the real and
24 significant monetary relief obtained. This work includes preparing and filing a pre-litigation letter with
25 the LWDA; preparing and filing the initial Complaint; propounding written discovery and engaging in
26 substantial meet and confer efforts; exchanging and reviewing substantial documents and information in
27 preparation for mediation; preparing for and participating in mediation; conducting interviews of Class
28 Members; preparing a thorough damages analysis; assisting with drafting the Settlement Agreement;

1 assisting with drafting the Joint Prosecution Agreement; conferring with co-counsel regarding settlement;
2 meeting and conferring with defense counsel; analyzing policy documents and other relevant payroll
3 documents and information; and researching relevant case law, among other things. My office has also
4 advanced all expenses related to the Olmsted action.

5 26. At final approval, the fee request will be supported by a detailed explanation of the
6 qualifications of each timekeeper at my firm and his or her corresponding hourly rate, with the amount of
7 time worked by each timekeeper. Similarly, the costs request will be supported at the time of final approval
8 with an explanation of the amount and nature of the costs incurred.

9 **SERVICE AND RELEASE AWARD TO CLASS REPRESENTATIVES**

10 27. The Settlement Agreement provides for a Class Representative Service Payment to
11 Plaintiff Olmsted of up to \$10,000. The Service Payment is in recognition of Plaintiff Olmsted's time and
12 effort he has put into the case as well as to compensate him for the risks he incurred in bringing this action.
13 Plaintiff has also agreed to a general release of claims in exchange for the Service Payment.

14 28. Plaintiff Olmsted initiated the action by seeking legal assistance from my office. He
15 assisted with the preparation of the LWDA letter and initial Complaint. He also regularly communicated
16 with my office, identified potential witnesses, and provided documents and information relevant to the
17 claims at issue. He worked closely with my office to protect the best interests of the aggrieved employees
18 he sought to represent.

19 29. Plaintiff Olmsted's participation was an essential element that allowed Class Counsel to
20 reach this Settlement.

21 30. Plaintiff Olmsted has also agreed to a general release of his claims, which is an expansive
22 release that was not required of other Class Members, who will only execute a limited release of claims.

23 31. I am not aware of any conflicts of interest between Plaintiff Olmsted and the Class
24 Members.

25 32. I believe that the requested Service Payment in the amount of \$10,000 to Plaintiff Olmsted,
26 as well as \$10,000 to each of Plaintiff Dat and Plaintiff Munoz for a total of \$30,000, is fair and reasonable.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 20th day of November, 2024, in San Diego, California.

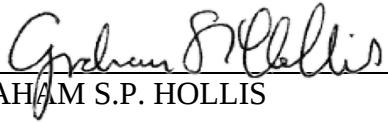
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EXHIBIT 1

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

¹ List includes cases filed by Graham Hollis, A.P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, is an ongoing case which has been certified as a class action by Judge Johnson.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.

- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.
- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.
- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.
- *Digiacomio v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.

- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.

- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791 class members, and Judge David Cohn awarded 33% in fees.

Superior Court for the County of San Diego:

- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.

- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.

- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Mandell v. Diversified Communications Services, Inc. (Representative Action)*, settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.
- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.

- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.

- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Tana L. Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)*, settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.

- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.