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Attorneys for Plaintiff MICHAEL BOONE, an individual on behalf of himself and the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MICHAEL BOONE, an individual, on behalf of himself and the general public, Plaintiff, vs. SEDGWICK CLAIMS MANAGEMENT SERVICES, INC., an Illinois Corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 30-2022-01268269-CU-OE-CXC Hon. Melissa McCormick Dept.: CX-104 CLASS ACTION **DECLARATION OF JANELLE CARNEY IN SUPPORT OF PLAINTIFF'S MOTION FOR COURT APPROVAL OF PAGA SETTLEMENT** Date: March 21, 2024 Time: 2:00 p.m. Dept. CX-104 Reservation No.: 74177449 Action Filed: July 1, 2022

I, Janelle Carney, declare:

1. I am an attorney duly licensed to practice law before all courts in the State of California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am counsel of record herein and I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify herein.

DECLARANT'S ROLE IN LITIGATION & DATA ANALYSIS

2. Herein, Plaintiff's counsel has extensive experience in wage and hour class action litigation. I was first contacted by Plaintiff in or about June 2022, and I took on the primary role of litigating the matter including drafting and responding to discovery, client contact, data review, and interaction with the Plaintiff's experts. I conducted investigation prior to the Complaint being filed and throughout the litigation. The initial legal work on this matter commenced on or about June of 2022.

3. The Plaintiff seeks approval of a PAGA settlement in the gross amount of $45,000.00, on behalf of the State of California and the Aggrieved Employees ("AE") who are or were employed by Defendant Sedgwick Claims Management Services, Inc. ("Defendant" or "Sedgwick"). The AE are defined as follows:

"All current and former non-exempt SIU field investigator employees who have worked for Defendant in California during the period of July 1, 2021, through December 31, 2023." The total number of AEs is eight (8) with a total of 310 pay periods.

4. The Gross Settlement Fund of $45.000.00 includes all attorneys' fees and costs, settlement administration expenses, and payments to the aggrieved employees and the Labor and Workforce Development Agency (LWDA). The Net Settlement Fund is approximately $5,550.00 as explained below. Of the net settlement fund, 75% or $4,162.50 is directed to go to the LWDA, and 25% or $1,387.50 will be divided among the eight (8) aggrieved employees on a *pro rata* basis. There is a total of eight (8) aggrieved employees and a total of 310 pay periods through December 31, 2023. The gross settlement results in $145.16 per pay period with $4.48 net recovery for each pay period the eight (8) aggrieved individuals worked. Of course, seven

(7) of the eight (8) individuals retain their wage and hour claims and the right to seek compensation.

5. I have extensive experience in wage and hour class action and PAGA litigation, both as a partner with the Law Office of Joseph Antonelli (LOJA), and now with my own firm. The Plaintiff seeks to and obtain approval of a non-reversionary settlement in the gross amount of $45,000.00 on behalf of approximately eight (8) AEs.

6. JCAL specializes in the area of wage and hour issues. For the last twenty-four (24) years, I have almost worked exclusively on class actions and representative actions. I graduated from Whittier College School of Law School and obtained my Jurisprudence Doctorate in May 1998. I took the California Bar Examination in February 1999 and received my passing results in May 1999. On June 8, 1999, I was admitted to practice law in the State of California and the federal courts. I have remained in good standing as a member of the California Bar since admission through the present time. I have litigated numerous successful wage and hour class actions in California. Since my admission to the bar, I have solely worked at the Law Office of Joseph Antonelli through December 31, 2020, when I started Janelle Carney – Attorney at Law, APC. On July 1, 2007, I became a partner at LOJA and opened JCAL on January 1, 2021.

7. During my tenure with the Law Office of Joseph Antonelli, our firm in conjunction with the Law Offices of Kevin T. Barnes completed a court trial in the case of Mutuc v. Huntington Memorial Hospital, Case No. BC288727. LOJA was also successful in obtaining favorable published opinions for employees in the state of California on six (6) major issues in each of the following cases:

a. Huntington Memorial Hospital v. Superior Court ("Mutuc") (2005) 131 Cal.App. 4th 893, 906;

b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;

c. Jaimez v. Daiohs USA, Inc., (2010) 181 Cal.App.4th 1286;

d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;

e. Cochran v. Schwan's, (2014) 228 Cal.App.4th 1137;

f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;

g. Lafitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;

h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

These cases were landmark decisions in the manner in which the regular rate must be calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the interests of putative class members in a wage and hour case who want their identity protected (Tien); the standard to prove that an employer has waived its right to arbitrate an employment claim against an employee who filed a class action (Hoover); the standard of when an employer is required to reimburse employees for cell phone usage and other business expenses in order to perform the employees’ duties, even if there was no direct costs to the employees (Cochran); the application of the tolling doctrine as applied to subsequent class actions being filed when the previous class action was disposed of without a ruling on certification (Falk); the Laffitte decision laid out the requirements for approval of a class action settlement including an in depth analysis on the attorneys’ fees request on a common fund. In Laffitte, the California Supreme Court affirmed the trial court and appellate court ruling and holds that the attorney fee award made on a common fund basis (percentage of the settlement) is the law in California; and that employees whose employment is governed by a collective bargaining agreement have not waived their right to bring statutory claims in court unless there is a clear and unmistakable waiver of their rights (Vasserman).

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CLASS ACTION & PAGA EXPERIENCE

8. I have previously served as class counsel in a number of class action and PAGA cases, including wage and hour matters. The following is a sample of matters wherein I have been approved as class counsel with LOJA and as JCAL:

ORANGE COUNTY

ST. JOSEPH HEALTH PERSONAL CARE SERVICES

1) On or about September 15, 2023, the Honorable William Claster entered an Order Granting Motion for Court Approval of PAGA Settlement in the matter of Williams v. St. Joseph Health Personal Care Services, LLC, Orange County Superior Court Case No. 30-2020-01134268-CU-OE-CXC. Judge Claster awarded attorneys' fees of $82,500.00, from the gross settlement value of $275,000.00 and the Court did award enhancement amounts to the named Plaintiffs of $8,000.00, for Keith Williams, $1,000.00 for Robert Rashad, $3,000.00 for Claudia Morales-Alvarez, $5,000.00 for Deborah Montle, and $7,000.00 for Diana Homer.

FOUNTAIN VALLEY

2) On or about April 11, 2022, the Honorable Michael J. Galvin, interim Judge, entered an Order and Judgment for Final Approval of Class Action Settlement and for Attorneys' Fees and Costs in the matter of Wang v. Fountain Valley Regional Hospital and Medical Center, Orange County Superior Court Case No. 30-2015-00821329-CU-OE-CXC. The Law Office of Joseph Antonelli, Law Offices of Kevin T. Barnes, and Shanberg Stafford were approved as class counsel. Judge Galvin awarded attorneys' fees of $1,333,333.33, from the gross settlement value of $4,000,000.00 and the Court did award enhancements to the three (3) class representatives in the amounts of $10,000 to Nienfen Wang; $5,000 to Eda Sanchez Olivares; and $5,000 to Emelinda Manuel.

ST. JUDE HOSPITAL

3) On or about September 10, 2018, the Honorable William Claster entered an Order and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement and Motion for Final Approval of Class Action and PAGA Settlement in the matter of Davis and Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center, Orange County

Superior Court Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded attorneys' fees of $2,141,000, from the gross settlement value of $7,500,000 and the Court did award enhancement amounts of $12,000, for Leah Davis, a current employee and class representative and $10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other three (3) former employees and class representatives.

MILLER V. CHOC

4) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order and Judgment Granting Final Approval of Class Action and PAGA Settlement in the matter of Miller v. Children's Hospital of Orange County, Orange County Superior Court Case No. 30-2014-00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of Dennis Moss were approved as class counsel Judge Andler awarded attorneys' fees of $1,500,000 or 30% of the gross settlement value of $4,500,000.00 and an enhancement award of $10,000 (the amount requested by Class Counsel) for Class Representative, Erik Mara.

MARACINE v. MESA VERDE CONVALESCENT HOSPITAL

5) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in Maracine v. Mesa Verde Convalescent Hospital, Inc., Orange County Superior Court Case No. 30-2015-00780115-CU-OE-CXC, approving a class action and PAGA settlement of $1,375,000.00. The Law Office of Joseph Antonelli was approved as Class Counsel for settlement purposes. Furthermore, the Court did award $20,000.00 for the class representative. Judge Sanders also awarded attorneys' fees in the amount of $412,500.

PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY

6) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others were approved as class counsel Declarant, and other counsel were approved by the Orange County Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al. v. Children's Hospital of Orange County (CHOC), Case No. 05CC00303 and a related case of York v. CHOC, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted

class certification in Pate, and on March 23, 2012, final approval of a class action and PAGA settlement was granted in both matters, totaling in the amount of $17.5 million. Furthermore, the Court did award amounts which ranged from $25,000, $15,000.00, and $10,000 for each of the four (4) class representatives. The Court also awarded attorneys' fees in the amount of $4,686,862 in the Pate matter, and $375,000 in the York matter.

ST. JOSEPH HOSPITAL OF ORANGE (SJHO)

7) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of Oberschlake v. St. Joseph Hospital of Orange, Orange County Superior Court Case No. 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock further entered Orders Granting Preliminary and Final Approval of Class Action and PAGA Settlement. Judge Stock did award attorneys' fees of $4,000,000 or 33.33% of the gross settlement value of $12,000,000. Furthermore, the Court did award $20,000.00 for each of the class representatives.

HOAG

8) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final Approval of Class Action and PAGA Settlement in Corona v. Hoag Memorial Hospital Presbyterian, Orange County Superior Court Case No 30-2009-00295587. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Andler did approve the gross settlement of $4,000,000. Furthermore, the Court did award $20,000.00 for each of the class representatives. Judge Andler also awarded attorneys' fees in the amount of $1,333,320.00.

STAPLES

9) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class certification in Staples Overtime Cases, JCCP No. 4235. The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes and others were approved as class counsel. The case involved misclassification of defendant's salaried exempt "manager" employees. The Court also

entered Final Approval Order on or about April 16, 2008, approving a class action and PAGA settlement in the amount of $38,000,000.00.

LOS ANGELES COUNTY

HUNTINGTON MEMORIAL HOSPITAL

10) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas Willhite entered an order granting class certification in Mutuc v. Huntington Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel and served as trial counsel in this matter, with trial testimony and argument concluding on April 6, 2007. The matter was re-opened for closing argument on July 23, 2007. As set forth above the primary issue in Mutuc involved an alleged artificial and dual rate pay plan that applied to the 12-hour employees at Huntington Hospital. The Mutuc matter was tried in approximately 12 days, including partial days and opening and closing statements. Furthermore, there were a total 28 of witnesses who testified. The case resulted in an approximate $32.8 million award for the class and ultimately settled, including PAGA claims, with the related case of Kiely v. Huntington Memorial Hospital for $60 million. The Court approved attorneys' fees in the amount of $18,000,000.00. Furthermore, the Court did award $50,000.00 for each of the Mutuc class representatives and $20,000.00 for the Kiely representative.

10a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys' Fees, and Costs in the matter of Kiely v. Huntington Memorial Hospital, Los Angeles Superior Court Case No. BC364972, which was settled together with related matter Mutuc v. Huntington Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement purposes.

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PAGADUAN V. TENET HEALTHCARE

11) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others were approved as class counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No. 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action settlement. The court approved the settlement in the amount of $85,000,000.00. Furthermore, the Court did award $75,000 for each of the named class representatives. Additionally, the Court awarded the requested $7,500.00 to three (3) other representatives. Judge West also awarded attorneys' fees in the amount of $22,844,022.50;

METHODIST HOSPITAL OF SOUTHERN CALIFORNIA

12) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital of Southern California, Los Angeles Superior Court Case No. BC380177, approving a class action settlement of $20.25 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award $20,000.00 for two (2) of the class representatives and $5,000 for one class representatives. Judge Chaney also awarded attorneys' fees in the amount of $3,989,087.50;

CHILDREN'S HOSPITAL LOS ANGELES

13) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter of Mays v. Children's Hospital Los Angeles, Los Angeles Superior Court Case No. BC477830. On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class action settlement in the amount of $27,000,000.00, attorneys' fees in the amount of $9,000,000,00, and class representative enhancements to the five (5) Class Representatives in an amount totaling $67,500.00. At the final approval on September 19, 2016 the Court entered Final Approval of the Class action settlement and awarded the attorneys' fees request of 33 1/3% in the amount of $9,000,000 in addition to awarding the class representative enhancements in the amounts requested ranging from $10,000 to $25,000 for each of the five (5) representatives;

GOOD SAMARITAN HOSPITAL

14) The Law Office of Joseph Antonelli was approved as class counsel in the matter of Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative Enhancements and Motion for Conditional Certification and Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement in the amount of $6,175,000.00, attorneys' fees in the amount of $1,500,000.00 and Class Representative Enhancements to the two (2) Class Representatives in the amount of $25,000.00 each;

WHITE MEMORIAL MEDICAL CENTER

15) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were Class Counsel in the matter of Chamber v. White Memorial Medical Center, et al. and Flynn v. Glendale Adventist Medical Center, et al., Los Angeles Superior Court Case No. BC426335, in which the Honorable William F. Highberger was presiding and approved a final settlement in the amount of $8,750,000, attorneys' fee request of $2,916,966 and class representative enhancement awards of $40,000 to both class representatives;

KAISER PERMANENTE HOSPITAL

16) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals, et al., Case No. BC395992 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the amount of $21,750,000, attorneys' fee request of $5,437,500 and class representative enhancement awards of $90,000 to both class representatives;

IRON MOUNTAIN

17) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter of Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles Superior Court Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and approved a final settlement on January 13, 2016, in the amount of $2,800,000.00, attorneys' fee

request of $840,000.00, and class representative enhancement award of $6,500.00 to each of the three Class Representatives;

ROBERT HALF

18) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R. Ferns entered an order granting class certification in Lafitte v. Robert Half International, Inc., Los Angeles Superior Court Case No.: BC321317. The Law Office of Joseph Antonelli and Law Office of Kevin Barnes were approved as class counsel. This case involved a mis-classification concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final Approval on April 10, 2013, approving the settlement of $19,000,000.00. The Law Offices of Kevin T. Barnes and Law Office of Joseph Antonelli were approved as class counsel in this certified matter. The attorneys' fee award was in the amount of 33 1/3 % of the settlement. Furthermore, the Court did award the cumulative amount of $80,000.00 for the three (3) class representatives in the individuals amounts of $15,000.00, $25,000.00 and $40,000.00;

FIRST CHOICE

19) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel in the certified matter of Jaimez v. DAIOHS, U.S.A., Inc, (First Choice), Los Angeles Superior Court Case No. BC372665. This case involved mis-classification of employees, meal period and rest period violations, pay stub, and waiting time penalty classes. On January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20, 2011, final approval was granted in the total amount of $1.7 million. Furthermore, the Court did award the cumulative amount of $60,000.00 for the three (3) class representatives in the individual amounts of $10,000.00, $20,000.00 and $30,000.00. Judge Dau also awarded attorneys' fees in the amount of $600,000;

LOWES

20) On or about April 16, 2008, the Los Angeles County Superior Court granted final approval of a class action settlement in the matter of Hall v. Lowes HIW, Case No. BC325832. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. The court approved the settlement in the amount of $23,000,000.00. The two (2)

lead class representatives received $25,000 each as individual awards. The Court also awarded attorneys' fees in the amount of $5,750,000;

HENRY MAYO NEWHALL MEMORIAL HOSPITAL

21) On or about May 25, 2021, Hon. Amy D. Hogue entered an Order Granting Motion for Final Approval of Class Action Settlement in Vasserman v. Henry Mayo Newhall Memorial Hospital, Los Angeles Superior Court Case No. BC549185, approving a class action settlement of $1,000,000.00. The Law Office of Joseph Antonelli, Law Offices of Kevin T. Barnes, and Kokozian Law Firm were approved as class counsel for settlement purposes. Furthermore, the Court did award $20,000.00 ($10,000.00 each) for the two (2) class representatives. Judge Hogue also awarded attorneys' fees in the amount of $333,333.00;

LONG BEACH MEMORIAL MEDICAL CENTER

22) The Law Office of Joseph Antonelli, Law Office of Stephen M. Harris, and Law Offices of Robert L. Starr, APC, were approved as class counsel in the matter of Castillo, et al. v. Long Beach Memorial Medical Center, et al., Los Angeles Superior Court Case No. BC576936. The Honorable Daniel J. Buckley granted final approval of the class action settlement on December 15, 2020. The court approved the settlement in the amount of $9,500,000.00, attorneys' fees in the amount of $3,166,666.67, and Class Representative Enhancements to Class Representatives Elizabeth Castillo, Chris Marker, and Regina Buccella, in the amount of $25,000.00 each, and $15,000.00 to Class Representative, Kham Chang.

SAN BERNARDINO COUNTY

CHICK-FIL-A

23) On or about December 9, 2022, Hon. Donald Alvarez granted Final Approval of Class and PAGA Representative Action Settlement in the amount of $105,000.00 in the matter of Caro v. EM KMR, LLC dba Chick-Fil-A / Colonies Crossroads (FSU 01544), San Bernardino Superior Court Case No. CIVSB 2126911. Janelle Carney – Attorney at Law, APC was approved as Class Counsel for settlement purposes. Furthermore, the Court did award class representative enhancements in the amount of $10,000.00 to the class representative, and $35,000.00 in attorneys' fees.

ST. MARY MEDICAL CENTER

24) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class Action and PAGA Settlement in Sanchez v. St. Mary Medical Center, San Bernardino Superior Court Case No. CIVDS1304898, approving a class action and PAGA settlement of $5,750,000.00. The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law Group were approved as Class Counsel for all purposes. The Sanchez matter was certified on several key subclasses, including overtime theories on behalf of class members that were part of a union and not paid daily overtime premiums and AWS theories. The Sanchez theories certified and set for trial were similar to claims being litigated in the Tilton action. Furthermore, the Court did award $15,000.00 for the class representative, a former employee at the time she filed the class action complaint. Furthermore, Judge Foster awarded attorneys' fees in the amount of 1/3 of the common fund in the amount of $1,916,666.60.

UNIFIRST CORPORATION

25) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting Final Approval of a Proposed Class Action Settlement in Alvidrez v. Unifirst Corporation, San Bernardino Superior Court Case No. CIVRS 1308105, approving a class action and PAGA settlement of $1.1 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award $25,000.00 each for two (2) of the class representatives. Furthermore, Judge Ochoa awarded attorneys' fees of $330,000.

AMERICAN INCOME LIFE INSURANCE COMPANY

26) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting Final Approval of a Proposed Class Action and PAGA Settlement in Hoover v. American Income Life Insurance Company, San Bernardino Superior Court Case No. CIVRS 910758, approving a class action settlement of $6,250,000.00 million. The Law Office of Joseph Antonelli and other counsel were approved as class counsel. Furthermore, the Court did award $25,000.00 each for two (2) of the class representatives. Judge Davis also awarded attorneys' fees in the amount of $2,083,333.33.

RIVERSIDE CASES

PARKVIEW COMMUNITY HOSPITAL

27) On or about September 13, 2016, Hon. Sharon J. Waters entered an Order and Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and Motion for Final Approval in the matter entitled Bart v. Parkview Community Hospital Medical Center, Riverside Superior Court Case No. RIC 1406044, approving a class action and PAGA settlement of $2,550,000.00. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Furthermore, the Court did award $35,000.00 for the class representative. Judge Waters also awarded attorneys' fees in the amount of $805,000.

PEPPERMINT RIDGE

28) On or about June 18, 2010, Hon. Sharon J. Waters entered an Order and Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and Motion for Final Approval in the matter entitled Moyer v. Peppermint Ridge, Riverside Superior Court Case No. RIC 506199, approving a class action and PAGA settlement of $450,000.00. Declarant was approved as class counsel for settlement purposes. Furthermore, the Court did award $10,000.00 for the class representative.

OTHER COUNTIES

MANN + HUMMELL WATER AND FLUID SOLUTIONS

29) On or about May 9, 2023, Hon. Donna Geck entered an Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payment in the matter entitled Massey v. Mann+Hummel Water and Fluid Solutions, Inc., Santa Barbara Superior Court Case No. 21CV02965, approving a class action and PAGA settlement of $800,000.00. Janelle Carney – Attorney at Law, APC and Frontier Law Center were approved as class counsel. Judge Geck awarded attorneys' fees in the amount of $266,666.66 and $7,500.00 to the Class Representative as a service award.

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THE GOODYEAR TIRE & RUBBER COMPANY

30) On or about May 25, 2023, Hon. Theodore Zayner entered an Order Granting Final Approval and Judgment in the matter entitled Franco v. The Goodyear Tire & Rubber Company, Santa Clara Superior Court Case No. 22CV393403, approving a class action and PAGA settlement of $3,500,000.00. Janelle Carney of Janelle Carney – Attorney at Law, APC, Kevin Mahoney and John Young of Mahoney Law Group, Alexei Kuchinsky of Kuchinsky Law Office, P.C. and Larry W. Lee and Max Gavron of Diversity Law Group were approved as class counsel. Judge Zayner awarded attorneys' fees in the amount of $1,166,666.67 and service awards in the amount of $10,000.00 each to the three (3) Class Representatives.

LAND O' LAKES

31) On or about May 27, 2022, Hon. Brian McCabe entered an Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement, in the matter entitled Inacio v. Land O' Lakes, Inc., Merced Superior Court Case No. 19CV-04520, approving a class action and PAGA settlement of $500,000.00. Janelle Carney of Janelle Carney – Attorney at Law, APC, Frontier Law Center, and the Law Office of Joseph Antonelli were approved as class counsel. Judge McCabe awarded attorneys' fees in the amount of $166,666.67 and an enhancement award in the amount of $10,000.00 to the Class Representative.

INVESTIGATION AND LITIGATION

9. JCAL has always been prepared to zealously pursue this case on behalf of the aggrieved employees through trial on the merits if necessary.

10. Plaintiff has propounded interrogatories and document requests and has deposed Defendant's PMQ, Defendant has produced representative documents and data, including the aggrieved employees' payroll records, policy documents, and related time records and FACTS records for aggrieved employees.

Plaintiff hired an expert at a substantial cost, to compare the time records with the FACTS records to determine the total time Plaintiff and the aggrieved employees spent traveling to and from their first and last locations, which in most cases was not time that was paid.

The parties attended a mediation on November 9, 2023, with Hon. Leo Papas (Judge Retired). All of the parties' negotiations have been non-collusive and involved disputes over payment terms. Plaintiff did not settle this case until he and his counsel conducted sufficient investigation into the claims.

11. Although not required for PAGA settlements, pursuant to Kullar v. Footlocker Retail Inc., 168 Cal. App 4th 116, 118 and Dunk v. Ford Motor Co., (1996) 48 Cal.App.4th 1794, the following describes the settlement's reasonableness.

12. **Strength of Plaintiff's case**

The PAGA claims to be analyzed are set forth below.

1. Total Exposure of PAGA Penalties

As stated above, during the PAGA period, there were 310 pay periods through December 31, 2023, for eight (8) aggrieved employees. Because there is no evidence that Defendant has been the subject of prior Labor Code citations for the conduct alleged, subsequent penalty amounts are unlikely here. See Amaral v. Cintas Corp. No. 2, 163 Cal.App.4th 1157, 1208-1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision. . ., the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties").

Exposure Analysis Relating to Failure to Pay All Time Worked

Plaintiff contends that Defendant failed to pay Plaintiff and the Aggrieved Employees for the time spent traveling to their first location at the beginning of their shift and paying them for the travel time at the end of their shift. Plaintiff and the Aggrieved Employees assignments and locations to which they report vary daily. The legal issue is hotly contested, and the parties were contemplating cross motions for summary judgment, but agreed to settlement, given that the risks for both sides were high as liability for the entire action, including derivative claims, fell with regard to this one issue.

Defendant contends that it paid the appropriate compensation to Plaintiff and the Aggrieved Employees and acted lawfully at all times, and that it properly exempted "commute time" from the Plaintiff an aggrieved employees' compensable time. Defendant and their very experienced counsel continue to maintain that the time spent traveling from their home to the first assignment and from the last assignment to home is not compensable "commute" time relying on the lack of control asserted over the investigators during this time. Defendant's reliance on *Morillion v. Royal Packing Co*. (2000) 22 Cal. 4^{th} 575, 587 and *Rutti v. Lojack Corp., Inc.* (9th Cir. 2010) 596 F.3d 1046, in which the court decided, inter alia, the issue of compensability of commute time for an employee who required to travel to various work sites each day. In reaching its holding the court stated, "[u]nder California law it is the 'level of the employer's control over its employees' that 'is determinative,' not whether the employee just so happens to depart from, or return to, his home instead of some other location." (Id. at 1062 [citing *Morillion*, 22 Cal.4th at 587].) Thus there was real risk that the court may find that this time was not compensable.

An analysis of the time and payroll records by Plaintiff's expert found that Plaintiff was underpaid a total of 1,676 hours extrapolated through the end of the year (period of June 2018 through December 31, 2023). Plaintiff's expert's exposure based on the data provided resulted in a gross exposure of $71,700.00 for PAGA penalties all of the Aggrieved Employees. The risk with the PAGA claim to Plaintiff in this case was high if the joint motions for summary judgment were filed. Defendant would have put on evidence of lack of control and the court could have found that Mr. Boone and the other aggrieved employees were not under the Defendant's control during the time they traveled to their first assignment and returning from their last assignment. Assuming Plaintiff were to overcome the summary judgment hurdle, and Plaintiff was successful in trying his individual case to the jury, the court could significantly reduce the PAGA penalties based on this being the first time Defendant has been subjected to PAGA litigation on this issue. The reasonable PAGA settlement of $45,000.00 is 62% of the gross, maximum penalty exposure.

Total Maximum PAGA Penalties

Plaintiff asserts the PAGA gross settlement of $45,000 is 62% of the maximum total penalty exposure. As explained below, the PAGA settlement is within the range of reasonableness when viewed in tandem with the attendant risks described above.

13. Although the maximum potential recovery at trial if the Plaintiff recovered all penalties is $71,700.00, the expected and realistic recovery is more along the lines of $45,00.00 when taken into consideration the considerable risks. First, there was a risk that the legal issue would result in a defense verdict on its affirmative defenses.

14. Second, because of the discretionary nature of PAGA penalties, oftentimes the penalties are discounted by approximately 75%-85% from the maximum penalty. *See, e.g., Magadia v. Wal-Mart Associates, Inc.* (N.D. Cal. May 31, 2019) 384 F.Supp.3d 1058, 1104 (penalties on wage statement claim reduced by 80%). (See also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018). The court affirmed a 90% reduction from the maximum). Plaintiff asserts that the $45,000 settlement is 62% of the more realistic recovery of $71,700.00, and is certainly within the range of reasonableness and merits granting the motion.

15. With respect to the amount of the settlement, the number of "cents on the dollar" or percentage of total settlement represents, a fair and reasonable settlement amount for penalties. The AEs are not giving up any rights to file claims for the underpaid wages. The Plaintiff considered, his expert's evaluation, Plaintiff's counsel expertise and knowledge as to the value of the respective claims. Accordingly, the settlement presented to the Court is approximately 62% of the reasonable evaluation of the entire case exposure on a purely PAGA basis. Plaintiff discounted the claims for reasonable factors, as set forth above. Overall, under the <u>Dunk</u> and <u>Kullar</u> factors, the amount of the settlement given the risks of potentially being subject to not try the case as a representative matter and ultimately proving liability on all claims given the current uncertainty in the law demonstrates that the settlement is fair and reasonable.

16. The settlement amount is fair and reasonable based on a review of all objective evidence. The parties' assessment of the matter is based on extensive research before and during the litigation, and written discovery.

SETTLEMENT AGREEMENT

17. The parties have entered into a Stipulation and Settlement of Private Attorneys General Act Representative Claims, a true and correct copy is attached hereto as **Exhibit 1**.

18. The Gross Settlement of $45,000.00 is subject to reduction for attorneys' fees, costs, representative enhancement, and administrative costs. Accordingly, assuming that the Court awards the fee request of $15,000.00, attorneys' costs of $22,000.00 and Administration costs of up to $2,450.00. The Net Settlement Amount is estimated to be approximately $5,500.00. Pursuant to the PAGA Statute, one hundred percent of the Net Distribution Amount shall be considered payment of penalties and thus will not be subject to local, state, or federal payroll taxes or withholdings.

19. The Individual PAGA Payment for each aggrieved employee will be calculated by (a) dividing the amount of the aggrieved employees' 25% share of PAGA Penalties ($1,387.50) by the total number of PAGA Period Pay Periods worked by all aggrieved employees during the PAGA Period and (b) multiplying the result by each aggrieved employee's PAGA Period Pay Periods.

ATTORNEYS' COSTS & FEES

20. My firm's costs are approximately $24,467.85. (A true and correct copy of Janelle Carney – Attorney at Law, APC's (JCAL) detailed costs billing is attached hereto as **Exhibit 2**) The costs incurred as reflected in **Exhibit 2** consist of filing fees, litigation costs, experts, and various other litigation related costs incurred and paid by JCAL over the past approximately 1.5 years. I have reviewed JCAL's costs, and each itemized entry as reflected in **Exhibit 2** and I believe that each cost is reasonable and necessary in the prosecution of this action in the superior court as well as arbitration. The attorney's costs were a result of investigation, research, litigation, experts, consultants, mediation, and other related matters to the prosecution of this case, as evidenced by the cost bill attached as **Exhibit 2**. I apportioned the costs between the PAGA claim and the individual settlement. The individual wage settlement that was entered into between Plaintiff and Defendant has a strict confidentiality clause. If the court would like to see the individual agreement, I will bring a copy of such to court for in camera review.

21. The total lodestar for Plaintiff's counsel is $120,300.00.

22. At the current time, JCAL has billed not less than 154.90 hours at a lodestar value of approximately $120,300.00, which averages to an hourly rate of $776.63. This does not include any support staff time or paralegal time. A true and correct copy of my billing is attached hereto as **Exhibit 6.**

23. As set forth above, I participated extensively in the investigation, discovery, law and motion, and mediation. I am very familiar with the contingent fee market throughout California, particularly as it pertains to complex employment, wage and hour, and class action litigation. On behalf of LOJA and JCAL, I have negotiated numerous contingency fee agreements with plaintiffs both as individuals and as representatives in class action suits. Many of those agreements provide that counsel will receive a fee that is between 30%-45% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. The individual Plaintiff signed a contingency fee agreement that compensating counsel up to 33 1/3% of any gross settlement. My regular hourly fee of $800 in complex litigation is reasonable. Counsel for Plaintiff are experienced employment lawyers and have extensive experience in the specific subcategory of wage and hour claims.

These are typical and standard rates in employment related contingency agreements in the Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and throughout California. Indeed, in my opinion, the Plaintiff in this complex wage and hour PAGA and class action case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm for any amount significantly less than the contingency fee percentage provided in these retainer agreements. As the Court is aware, Plaintiff's counsel has never been paid any money for attorneys' fee on this case, since its inception in 2022. Further Plaintiff's Counsel has advanced all costs and taken on a substantial risk without the guarantee of a payout.

24. The parties have agreed to retain the services of ILYM Group Inc. (ILYM) to administer the writing of checks and sending payment to each Aggrieved Employee. A true and correct copy of ILYM's estimate dated September 18, 2023, to administer this settlement is attached hereto and marked as **Exhibit 3**. Said costs will not exceed $2,450.00.

25. On or about December 7, 2023, my assistant uploaded the proposed settlement to the LWDA, pursuant to Labor Code § 2699 (l)(2). A true and correct copy of the proof of submission email is attached hereto as **Exhibit 4**. Further, my office will upload the conformed copies of the Notice of Motion, the MP&A, and the declarations on the LWDA once received from the Court. True and correct copies of all written notices to the LWDA are attached hereto as **Exhibit 5**.

CONCURRENT PENDING CASES

26. The parties, after making reasonable inquiry, and after litigating this case, are unaware of any class, representative or other collective action in any other court which assert similar claims asserted in this action.

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

Executed at Chino Hills, California on this 22nd day of December, 2023.

Janelle Carney

Janelle Carney

Exhibit 1

Boone v. Sedgwick Claims Management Services, Inc.
PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Michael Boone (Boone) and Defendant Sedgwick Claims Management Services, Inc. ("Sedgwick"). The Agreement refers to Boone and Sedgwick collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1 "Action" means the Plaintiff's PAGA cause of action alleging wage and hour violations against Sedgwick in the lawsuit captioned *Boone v. Sedgwick Claims Management Services, Inc.*, Orange County Superior Court, Case No. 30-2022-01268269-CU-OE-CXC initiated on July 1, 2022 and pending in Superior Court of the State of California, County of Orange.

1.2 "Administrator" means ILYM, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3"Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt SIU field investigator employees who have worked for Defendant in California during the period of July 1, 2021, through December 31, 2023.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Sedgwick's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Court" means the Superior Court of California, County of Orange.

1.8 "Defense Counsel" means Lois M. Kosch, Nicole R. Roysdon, Ethan T. Litney of WILSON TURNER KOSMO LLP.

1.9 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment, so long as no person intervenes in the action to object to the settlement. If anyone intervenes in the action to object to the settlement, then the judgment is final the day after the deadline for filing a notice of appeal from the judgment, or if a timely appeal is filed, the day after the appellate court affirms the judgment and issues a remittitur.

1.10 "Gross Settlement Amount" means Forty-Five Thousand Dollars $45,000.00 which is the total amount Sedgwick agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 "Judgment" means the judgment entered by the Court based upon the Order Approving the PAGA Settlement.

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The Net Settlement Amount constitutes the PAGA Penalties and is used to pay the LWDA PAGA Payment and the Individual PAGA Payments.

1.16 "PAGA Counsel" means Janelle Carney Attorney at Law, APC, the attorney representing the Plaintiff in the Action.

1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, including through settlement and to defend the Settlement, if necessary.

1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Sedgwick for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from July 1, 2021, through December 31, 2023

1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698, *et seq.*).

1.21 "PAGA Notice" means Plaintiff's June 30, 2022 and October 31, 2022 letters to Sedgwick and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, and comprising the Net Settlement Amount, allocated 25% to the Aggrieved Employees (1,387.50) and the 75% to LWDA ($4,162.50) in settlement of PAGA claims.

1.23 "Plaintiff" means Michael Boone, the named plaintiff in the Action.

1.24 "Approval Order" means the proposed Order Approving the PAGA Settlement. The Approval Order will approve the settlement as fair, adequate and reasonable, dismiss the litigation described in this Agreement with prejudice, and incorporate the terms of the release embodied in this Agreement.

1.25 "Released PAGA Claims" means the claims being released by the Plaintiff, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.26 "Released Parties" means Sedgwick and all of its parent, subsidiary, related companies and entities, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, agents, and attorneys, and any entities or partnerships.

1.27 "Settlement" means the disposition of the PAGA cause of action in the Action effected by this Agreement and the Judgment.

1.28 "Sedgwick" means named Defendant Sedgwick Claims Management Services, Inc.

2. **RECITALS**.

2.1 On July 1, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Sedgwick for violation of Business & Professions Code section 17200, failure to pay wages, and PAGA. The Third Amended Complaint is the operative complaint in the Action (the "Operative Complaint").] Sedgwick denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Sedgwick and the LWDA by sending the PAGA Notice.

2.3 On November 9, 2023, the Parties participated in an all-day mediation presided over by the Honorable Leo S. Papas, Judge retired, which led to this Agreement to settle the Action.

2.4 Prior to mediation and negotiating the Settlement, Plaintiff obtained, through formal discovery, including written discovery and depositions, sufficient information to arrive at the settlement provided herein.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Sedgwick promises to pay $45,000 and no more as the Gross Settlement Amount. Sedgwick will not be required to pay any additional monies to resolve the Action and receive the releases of claims in Paragraph 5 below. Sedgwick has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Sedgwick.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.333%, which is currently estimated to be $15,000.00, and PAGA Counsel Litigation Expenses Payment of not more than $22,000.00. Sedgwick will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. With the exception of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, all Parties shall bear their own fees and costs. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Sedgwick harmless, and indemnifies Sedgwick, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $2,450.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $2,450.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $5,550.00 to be paid from the Gross Settlement Amount, with 75% ($4,162.50) allocated to the LWDA PAGA Payment and 25% ($1,387.50) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA

Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($1,387.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Sedgwick estimates there are eight Aggrieved Employees who worked a total of 310 of PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 21 days of the Effective Date, Sedgwick will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Sedgwick has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Sedgwick must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Sedgwick shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after Sedgwick funds the Gross Settlement Amount, the Administrator will issue payment for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the

National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Sedgwick to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Sedgwick fully funds the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> 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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint ,and the PAGA Notice, including all PAGA claims pled or that could have been pled in the Operative Complaint pursuant to PAGA, California Labor Code §§ 2698, *et seq.*, deriving from and/or based on the facts alleged in the Operative Complaint and/or Plaintiff's PAGA Notice, arising out of or related to services to or work performed for Sedgwick during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability pursuant to PAGA, including any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections 558, 1197.1, 510, 1194, 226.7, 203, and 226. The release shall include Sedgwick and all of its parent, subsidiary, related companies and entities, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, agents, and attorneys, and any entities or partnerships.

5.4 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** PAGA Counsel shall prepare and file an application or motion for approval of this Settlement. Sedgwick will not oppose so long as the motion conforms to this Agreement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Approving the PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel shall expeditiously finalize and file the application or motion for approval of this Settlement no later than 10 days after the full execution of this Agreement and, if necessary, obtain a prompt hearing date for the motion and appear in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. PAGA Counsel shall provide the motion to Sedgwick's counsel for review at least three business days prior to filing.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns in order to obtain court approval of the Settlement in the gross amount agreed upon herein.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that ILYM, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

8.1 Based on its records, Sedgwick estimates that, as of the date of this Settlement Agreement, there are eight Aggrieved Employees who worked 310 Pay Periods during the PAGA Period. Defendant understands and believes there are no more than 310 pay periods through December 31, 2023. If it is determined that the actual number of pay periods through December 31, 2023, exceeds 310 by more than fifteen percent (15%) (i.e., exceeds 47), then, Defendant shall increase the PAGA Gross Settlement Amount proportionally by the number of pay periods in excess of 357 (i.e., 310 x 15%).

9. CONTINUING JURISDICTION OF THE COURT.

9.1 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, and the right to file motions to vacate judgment, motions for new trial, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Sedgwick that any of the allegations in the Operative Complaint have merit or that Sedgwick has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Sedgwick's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Sedgwick reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Sedgwick's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Sedgwick, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Sedgwick nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or state or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Fl.
Chino Hills, CA 91709
Tel.: (909) 521-9609; Fax: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

To SEDGWICK:

Lois M. Kosch (Bar No. 131859)
lkosch@wilsonturnerkosmo.com
Nicole R. Roysdon (Bar No. 262237)
NRoysdon@wilsonturnerkosmo.com
Ethan T. Litney (Bar No. 295603)
Elitney@wilsonturnerkosmo.com
WILSON TURNER KOSMO LLP
402 WEST BROADWAY, SUITE 1600
SAN DIEGO, CALIFORNIA 92101
Tel. (619) 236-9600; Fax: (619) 236-9669

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement, that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

10.17 Publicity. The settlement terms of this Agreement shall remain confidential until such time as Plaintiff's Motion and/or Stipulation for PAGA Settlement Approval is filed with the Court and uploaded to the LWDA Even after approval, except for communications between PAGA Counsel and Aggrieved Employees, Plaintiff and his counsel agree not to make any public statements, issue any press releases, place information regarding this settlement on their web site, or make any other announcements publicizing this settlement.

10.18 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if Defense Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for approval of the settlement.

AGREED AND EXECUTED ON THIS 2____ DAY OF December 2023.

Plaintiff:

DocuSigned by:

Michael Boone

D3C09605101844E...

Michael Boone

Defendant:

DocuSigned by:

Doug Foster

0D72BB9F56CF498...

By: Doug Foster

Its: Senior Vice President Managing Counsel

Exhibit 2

Janelle Carney - Attorney at Law, APC

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses							
Expenses							
Bank Charges & Fees							
11/10/2023	Check		citibank	FEE-WIRE TRNFR	Checking (9585)	17.00	17.00
Total for Bank Charges & Fees						**$17.00**	
Court Costs							
03/05/2022	Expense		janney & janney	JANNEY & JANNEY ATTORNEY	Capitol One Credit card	12.25	12.25
07/07/2022	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	1,533.42	1,545.67
07/11/2022	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	12.25	1,557.92
08/22/2022	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	90.00	1,647.92
08/26/2022	Expense		janney & janney	filing costs	citibank	12.25	1,660.17
09/12/2022	Expense		janney & janney	filing costs	citibank	12.25	1,672.42
11/03/2022	Expense		janney & janney	JANNEY & JANNEY ATTORNEY	Capitol One Credit card	12.62	1,685.04
11/11/2022	Expense		janney & janney	filing fee	Capitol One Credit card	4.00	1,689.04
11/11/2022	Expense		janney & janney	filing fee	Capitol One Credit card	12.62	1,701.66
12/30/2022	Expense		janney & janney	filing costs	Capitol One Credit card	12.62	1,714.28
03/07/2023	Expense		janney & janney	filing costs	Capitol One Credit card	12.62	1,726.90
03/24/2023	Expense		janney & janney	filing costs	Capitol One Credit card	12.62	1,739.52
04/05/2023	Expense		janney & janney	filing costs	Capitol One Credit card	12.62	1,752.14
04/12/2023	Expense		janney & janney	filing costs	Capitol One Credit card	12.62	1,764.76
05/09/2023	Expense		janney & janney	filing costs	Capitol One Credit card	12.62	1,777.38
05/11/2023	Expense		janney & janney	filing costs	Capitol One Credit card	33.22	1,810.60
05/12/2023	Expense		janney & janney	JANNEY & JANNEY ATTORNEY	Capitol One Credit card	12.62	1,823.22
06/26/2023	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	167.12	1,990.34
07/19/2023	Expense		janney & janney	filing costs	Capitol One Credit card	12.62	2,002.96
10/23/2023	Expense		janney & janney	filing costs	citibank	12.62	2,015.58
11/02/2023	Expense		janney & janney	filing costs	citibank	12.62	2,028.20
11/28/2023	Expense		janney & janney	filing costs	citibank	12.62	2,040.82
Total for Court Costs						**$2,040.82**	
expert witness							
07/19/2023	Check	1256	econ one	CHECK 1256	Checking (9585)	4,970.88	4,970.88
08/22/2023	Check	1259	econ one	CHECK 1259	Checking (9585)	1,327.63	6,298.51
09/21/2023	Check	1263	econ one	CHECK 1263	Checking (9585)	2,622.48	8,920.99
10/31/2023	Check	1274	econ one	CHECK 1274	Checking (9585)	959.46	9,880.45
11/10/2023	Expense		econ one	BA FUNDS TRN OUT WIRE TO Econ One Research	Checking (9585)	185.25	10,065.70
Total for expert witness						**$10,065.70**	
Legal & Professional Services							
08/17/2023	Expense		judicate west	JUDICATE WEST SANTA ANA CA	citibank	7,375.00	7,375.00
Total for Legal & Professional Services						**$7,375.00**	
Postage							
07/05/2022	Expense		USPS	certified mail	Checking (9585)	7.38	7.38
Total for Postage						**$7.38**	
Reimbursable Expenses							
06/30/2022	Expense		LWDA	DLSE PAGA 4157034280 CA	citibank	75.00	75.00
05/17/2023	Expense		US legal	US LEGAL	Capitol One Credit card	1,663.30	1,738.30
06/06/2023	Check	1242	California Deposition Reporters	CHECK 1242	Checking (9585)	2,147.75	3,886.05
07/19/2023	Check	1253	California Deposition Reporters	CHECK 1253	Checking (9585)	1,075.90	4,961.95
						$4,961.95	
Total for Expenses						**$24,467.85**	

Exhibit 3

ILYM GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Boone v. Sedgwick Claims Management Services, Inc.

Monday, September 18, 2023

Attorney Contact:	Jerin Wilkinson
E-Mail Address:	jerin@janellecarneylaw.com
ILYM Group Contact:	Lisa Mullins
E-Mail Address:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Assumtions: PAGA Settlement

ASSUMPTIONS	
Total Number of Aggrieved Employees	**6**
Toll-Free Telephone Support	**Yes**
NCOA	**Yes**
Certified Spanish Translation	**No**
Case Duration (Years)	**1**

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	1	$150.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	1	$120.00
Toll Free Phone Support	Flat Rate	$36.02	1	$36.02
NCOA	Flat Rate	$10.00	1	$10.00
			Subtotal	**$316.02**
DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	1	$150.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	1	$125.00
Fulfillment of Notice & Check - (including 1099)	Per Check	$1.50	6	$9.00
USPS First Class 1oz Postage	Per Piece	$0.63	6	$3.78
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	1	$1.20
Preparation of Taxes	Hourly	$120.00	1	$120.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00
			Subtotal	**$1,908.98**
CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Declaration	Hourly	$125.00	1	$125.00
			Subtotal	**$225.00**

Total Case Estimate: $2,450.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

**Additional Bank fees may apply*

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor itsemployees shall be deemed to be employees of the Client.

Mailing and Data Conversion:ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actualfees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are receivedfrom the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred byILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of anypayment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or thewrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges:ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of thecase. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms providethat ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that aredue at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality:ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Clientdata provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings inwhich a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights:ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement orthe date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages:ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability ofILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' priorwritten notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment ofcharges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail,postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God orby reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any suchright. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right.Nowaiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written ororal, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein willbebinding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 4

Jerin Wilkinson

From:	DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent:	Thursday, December 7, 2023 3:36 PM
To:	Janelle Carney
Subject:	Thank you for your Proposed Settlement Submission

12/07/2023 01:35:45 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 5

JANELLE CARNEY
ATTORNEY AT LAW
A PROFESSIONAL LAW CORPORATION

June 30, 2022

PAGA Administrator
CA Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, CA 94612
Via: http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Sedgwick Claims Management Services, Inc.
8125 Sedgwick Way
Memphis, TN 381215
Via: Certified U.S. Mail/ Return Receipt Requested

Re: Michael Boone v. Sedgwick Claims Management Services, Inc.

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION §§ 2699, *et seq.*

To: California Labor and Workforce Development Agency and Sedgwick Claims Management Services, Inc.

From: Michael Boone, on behalf of himself and all aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Please be advised that Janelle Carney – Attorney at Law, APC represents Michael Boone and all other aggrieved employees ("Plaintiff") with respect to their employment with Sedgwick Claims Management Services, Inc. ("Sedgwick") in California.

Mr. Boone believes and alleges that Sedgwick has committed numerous violations of the California Labor Code, including, but not limited to, §§ 510, 1194, and 2802. The facts and theories to support the alleged violations are set forth herein.

FACTUAL STATEMENT

Please note that this firm represents the interests of Michael Boone, a current non exempt hourly employee working as a Private Investigator for Sedgwick, and all other aggrieved employees who are/were non-exempt hourly employees for Sedgwick. Plaintiff seeks to represent himself and all hourly non-exempt aggrieved employee investigators.

MANAGING PARTNER - Janelle Carney: janelle@janellecarneylaw.com | OF COUNSEL - Joseph Antonelli: jantonelli@antonellilaw.com
14758 Pipeline Ave., Suite E, 2nd Floor, Chino Hills, CA 91709 | www.janellecarneylaw.com | Phone: 909.521.9609 | Fax: 909.393.0471

THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

A. Failure to Pay All Wages/Overtime

Plaintiff, Michael Boone, is a current Private Investigator employee of Sedgwick. Mr. Boone is suing on behalf of himself and all non-exempt hourly employee investigators of Sedgwick. During his employment, Sedgwick failed to pay himself and other aggrieved employees the proper amount of straight time and overtime wages for time spent traveling to various job locations. Sedgwick has violated various sections of the Labor Code, including §§ 510 and 1194, by failing to provide Plaintiff and all other aggrieved employees daily straight time, minimum wages and overtime compensation for all hours worked, including over 8 hours in a day and/or 40 hours in a week. Rather, Sedgwick would only pay Mr. Boone and the aggrieved employees based on subjective start times based on Sedgwick's unilateral decision to assign thirty minutes of unpaid travel time, then forty five minutes of unpaid travel time to then completely stopping the payment of travel time to the first location on an assignment, and requiring investigators to clock in once they arrived at a job location. Sedgwick has failed to pay at least minimum wages for said travel time as is required by *Morillion v. Royal Packing Company* (2000) 22 Cal.4 575 , and not for all time spent traveling between job locations, which is mandatory for the job.

As such, Sedgwick is responsible for minimum wage violations as well as straight time and overtime violations.

B. LC §2802

In addition to the aforementioned, Defendant requires Plaintiff and aggrieved employees to pay for their own internet service used for work at home, utilize their own vehicle for work-related travel, and pay for their own gas for their vehicles, without reimbursement. As such, Plaintiff seeks reimbursement of said out of pocket costs and penalties for requiring its employees to bear the burden of Defendant's expenses, accordingly.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Boone becomes aware of additional compensation owed or losses incurred by Mr. Boone or by any other aggrieved employee of Sedgwick, Mr. Boone expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Mr. Boone intends to pursue his claims and those of the aggrieved employees under PAGA in a civil lawsuit. Please also consider this letter as providing notice on behalf of other aggrieved employees working for Sedgwick that were subject to the same Labor Code violations described above.

Very truly yours,

Janelle Carney

JC/jw

JANELLE CARNEY
ATTORNEY AT LAW
A PROFESSIONAL LAW CORPORATION

October 31, 2022

PAGA Administrator
CA Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, CA 94612
Via: http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Sedgwick Claims Management Services, Inc.
C/o Lois Kosch
Wilson Turner Kosmo LLP
402 West Broadway, Suite 1600
San Diego, CA 92101

Re: Michael Boone v. Sedgwick Claims Management Services, Inc.

SUPPLEMENTAL NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION §§ 2699, *et seq.*

To: California Labor and Workforce Development Agency and Sedgwick Claims Management Services, Inc.

From: Michael Boone, on behalf of himself and all aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

This supplemental PAGA notice letter is filed in order to provide Sedgwick Claims Management Services, Inc. ("Sedgwick") and the California Labor and Workforce Development Agency (LWDA) with supplemental notice of additional Labor Code violations alleged by Michael Boone ("Boone") relating to his employment with Sedgwick. These claims are in addition to those asserted in his June 30, 2022, letter, and the violations alleged in his June 30, 2022, letter are incorporated herein. (A copy is enclosed for ease of reference)

As set forth in his first PAGA notice letter, Mr. Boone believes and alleges that Sedgwick has committed numerous violations of the California Labor Code, including, but not limited to, §§ 510, 1194, and 2802. The facts and theories to support the alleged violations are set forth herein.

FACTUAL STATEMENT

Please note that this firm represents the interests of Michael Boone, a current non-exempt hourly employee working as a Private Investigator for Sedgwick, and all other aggrieved employees who are/were non-exempt hourly employees for Sedgwick. Plaintiff seeks to represent himself and all hourly non-exempt aggrieved employee investigators.

THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

A. Failure to Pay All Wages/Overtime

Plaintiff, Michael Boone, is a current Private Investigator employee of Sedgwick. Mr. Boone is suing on behalf of himself and all non-exempt hourly employee investigators of Sedgwick. During his employment, Sedgwick failed to pay himself and other aggrieved employees the proper amount of straight time and overtime wages for time spent traveling to various job locations. Sedgwick has violated various sections of the Labor Code, including §§ 510, 1194, 1197.1, by failing to provide Plaintiff and all other aggrieved employees daily straight time, minimum wages and overtime compensation for all hours worked, including over 8 hours in a day and/or 40 hours in a week. Rather, Sedgwick would only pay Mr. Boone and the aggrieved employees based on subjective start times based on Sedgwick's unilateral decision to assign thirty minutes of unpaid travel time, then forty-five minutes of unpaid travel time to then completely stopping the payment of travel time to the first location on an assignment, and requiring investigators to clock in once they arrived at a job location. Sedgwick has failed to pay at least minimum wages for said travel time as is required by *Morillion v. Royal Packing Company* (2000) 22 Cal.4 575, and not for all time spent traveling between job locations, which is mandatory for the job.

As such, Sedgwick is responsible for minimum wage violations as well as straight time and overtime violations. Plaintiff will seek penalties pursuant to Labor Code §§ 203, 558, and 2699 et seq. Further, given that Plaintiff is a current employee and pursuant to Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745, 233, Plaintiff supplemental notice is timely.

B. Failure to Provide Accurate Wage Statements (*Labor Code* § 226(a))

Labor Code section 226, subdivision (a) states:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of

> the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

At all relevant times, Sedgwick has violated the rights of Mr. Boone and aggrieved employees under *Labor Code* section 226(a) by failing to provide them with accurate itemized statements showing that accurately reflects the correct regular rate for purposes of meal, rest and overtime payments.

Mr. Boone and other employees are entitled to recover civil penalties pursuant to section 226.3, which states in relevant part: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of... ($250) per employee per violation in an initial citation and...($1,000) per employee for each violation in a subsequent citation, for...fail[ing] to keep the records required in subdivision (a) of Section 226."

C. Regular Rate

Plaintiff alleges that Sedgwick fails to include all non-discretionary remuneration when calculating the regular rate of pay and by such failure, underpaid employees their overtime. This practice also resulted in underpayments of employees' missed meal and/or rest period premiums. Plaintiff is entitled to seek LC § 226.7, 558, and 2699 penalties accordingly.

D. LC §2802

In addition to the aforementioned, Defendant requires Plaintiff and aggrieved employees to pay for their own internet service used for work at home, utilize their own vehicle for work-related travel, and pay for their own gas for their vehicles, without reimbursement. As such, Plaintiff seeks reimbursement of said out of pocket costs and penalties for requiring its employees to bear the burden of Defendant's expenses, accordingly.

E. Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so.

Applicable Civil Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Boone becomes aware of additional compensation owed or losses incurred by Mr. Boone or by any other aggrieved employee of Sedgwick, Mr. Boone expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Please advise the undersigned if the agency intends to investigate the alleged violations. Please also consider this letter as providing notice on behalf of other aggrieved employees working for Sedgwick that were subject to the same Labor Code violations described above.

Very truly yours,

Janelle Carney

Janelle Carney

JC/jw

Exhibit 6

Janelle Carney Attorney at Law, APC

14758 Pipeline Avenue Suite E, 2nd Floor
Chino Hills, California, 91709

Michael Boone
[redacted]

Date: 12/21/2023
File Number: 62137/

Re: Boone v. Sedgwick

Date	Initials	Description of Service	Hours	Amount
06/30/2022	JC	LWDA ltr (.8) prep complaint (4.)	4.80	3,600.00
07/01/2022	JC	Status ltr to client (.5)	0.50	375.00
07/06/2022	JC	Email corresp w/ client and prep 170.6 (.8)	0.80	600.00
07/07/2022	JC	Telephone call to Michael Boone - left message re his email (.3); Telephone call to Michael Boone - spoke regarding the filing (.3); Prep 170.6 and discuss(.8); Review personnel file and email client re issues w/ his paystub (1.5)	2.90	2,175.00
07/08/2022	JC	Email corresp w/ client (.4)	0.40	300.00
07/21/2022	JC	Draft Notice of Case Reassignment (.5)	0.50	375.00
08/26/2022	JC	Status to client (.4)	0.40	300.00
09/01/2022	JC	Review order re newly filed case and setting of cmc (.4)	0.40	300.00
09/06/2022	JC	Prep ntc of CMC (.4); Prep FAC (1.) prep initial discovery (2.5)	3.90	2,925.00
09/15/2022	JC	Telephone call to Michael Boone - spoke regarding [redacted] (.5)	0.50	375.00
09/16/2022	JC	Review OPC ltr, LR issues and draft response letter (2.5)	2.50	1,875.00
10/12/2022	JC	Email corresp re meet and confer re FAC and extension to respond (.4)	0.40	300.00
10/16/2022	JC	Review OPC Oct 6th letter and prep response ltr, Redline of Amended Complaint and Supplemental LWDA ltr (5.)	5.00	3,750.00
10/17/2022	JC	Revise/final ltr/sac and prep stip and order/ email opc (1.5)	1.50	1,125.00
10/24/2022	JC	Telephone call to Nicole R Roydson - spoke re sac (.40) further redline/lr issues (1.) email opc (.3)	1.70	1,275.00
10/25/2022	JC	Further revisions to sac, lr issue related to injunction and respond to issue re general public (2.)	2.00	1,500.00
10/31/2022	JC	Review LR from opc and provide further redline re the public allegations (2.5)	2.50	1,875.00
11/01/2022	JC	Finalize stip and SAC (.8)	0.80	600.00
11/03/2022	JC	Initial set of discovery (2.5) email opc	2.50	1,875.00
11/08/2022	JC	Ntc of entry of order, prep final SAC and serve (1.)	1.00	750.00
12/08/2022	JC	Review Def's Answer to SAC (1.)	1.00	750.00
12/15/2022	JC	Prep initial status conference statement (1.); Email corresp w/ opc (.4)	1.40	1,050.00
12/20/2022	JC	Telephone call to Michael Boone - spoke regarding discovery (.3) email to opc re extension request (.3); Telephone call to Michael Boone - spoke regarding discovery (.3) email to opc re extension (.30)	1.20	900.00
12/21/2022	JC	Initial draft responses to discovery (2.5)	2.50	1,875.00
12/26/2022	JC	Prep depo Ntc for PMQ (1.5)	1.50	1,125.00

12/28/2022	JC	Revise cmc and send email (.4); Review defendant's discovery responses and prep meet and confer ltr, review policies produced, LR CFRs and prep next round of discovery including RFAs (5.)	5.40	4,050.00
12/29/2022	JC	Finalize meet and confer ltr (.8) prep stip, proposed order and neutral letter (2.)	2.80	2,100.00
01/08/2023	JC	RFA and RFPD next in order (2.5)	2.50	1,875.00
01/09/2023	JC	Finalize all discovery (1.)	1.00	750.00
01/10/2023	JC	Email client re time to discuss responses (.4)	0.40	300.00
01/12/2023	JC	Continued work on responses to disc and prep of doc production (2.5)	2.50	1,875.00
01/13/2023	JC	Email client draft responses (.4)	0.40	300.00
01/15/2023	JC	Finish responses to Frogs (1.5) call w/ client to go over discovery (.5)	2.00	1,500.00
01/24/2023	JC	Review opc meet and confer ltr and docs produced, review redline docs and make changes (1.5)	1.50	1,125.00
01/30/2023	JC	Email corresp w/ Opc (.8)	0.80	600.00
02/07/2023	JC	Email corresp w/ opc re time to compel (.4)	0.40	300.00
02/28/2023	JC	Review meet and confer ltr re PMQ deposition (1.); Review changed stip/ltr and email opc w/ ok (.4)	1.40	1,050.00
03/02/2023	JC	Ntc of entry of order (.4) email to ILYM (.4); Email to client w/ order (.4)	1.20	900.00
03/03/2023	JC	Email corresp w/ opc re disc (.4)	0.40	300.00
03/07/2023	JC	Telephone call to Ethan Litney - spoke regarding the discovery meet and confer (1.4); Prep email w/ confirmation of dates for mtx to compel (.4) email opc w/ amended topics per our convo (.8) prep supplemental sprog responses (1.5) communication w/ client re gps tracking (.4)	4.50	3,375.00
03/08/2023	JC	Telephone call to Michael Boone - spoke regarding [redacted] (.6)	0.60	450.00
03/10/2023	JC	Email corresp w/ ILYM re mailing (.4)	0.40	300.00
03/14/2023	JC	Review email from ILYM and review the forms and provide response (.8)	0.80	600.00
03/15/2023	JC	Email discussion re ILYM mailing and PMQ deposition (.8)	0.80	600.00
03/21/2023	JC	Draft supplemental rfpd and review ltr re RFA and Frogs (1.)	1.00	800.00
03/22/2023	JC	Email corresp w/ client and revise supplemental sprogs re client input (1.5) prep updated cmc statement (.5) email supplemental disc to defendants (.3)	2.30	1,840.00
03/23/2023	JC	Communication w/ opc and client re depos (.8) amended depo ntc (.8)	1.60	1,280.00
03/28/2023	JC	Ltr to client re depo (.7) second amended ntc of PMQ (.4)	1.10	880.00
04/05/2023	JC	Review defendant's further meet and confer ltr and respond (1.) email client re FACTS disc (.4)	1.40	1,120.00
04/07/2023	JC	Email corresp w/ opc (.4) attend status conference (.5); Draft of TAC/ clean/ redline/ proposed stip/order (1.)	1.90	1,520.00
04/17/2023	JC	Second supplemental response to Sprog (.8)	0.80	640.00
04/23/2023	JC	Prep for PMQ depo topic 2 (3.5)	3.50	2,800.00
04/24/2023	JC	Email corresp w/ opc (.8) take PMQ topic 2 depo (.1.5); Review all docs produced and prep for depo of PMQ (3.5)	5.80	4,640.00
04/25/2023	JC	Take depo of PMQ topics 1,3, 10, & 12 (1.8)	1.80	1,440.00
04/26/2023	JC	Take PMQ depo topic 5 (1.); Telephone call to Michael Boone - spoke regarding his depo prep (1.3)	2.30	1,840.00
04/27/2023	JC	Defend Plaintiff's Depo (6.5)	6.50	5,200.00
05/04/2023	JC	Review redline changes and finalize stip/Proo and TAC (.5)	0.50	400.00
05/08/2023	JC	Boone RFPD set 3 and depo ntc of chris pennell (1.5)	1.50	1,200.00
05/16/2023	JC	Depo trans review ltr (.4)	0.40	320.00
05/17/2023	JC	Status ltr to client re trial and depo ltr (.8)	0.80	640.00
05/26/2023	JC	Email melissa re expert in this case (.3)	0.30	240.00

05/31/2023	JC	Investigation letter (.5)	0.50	400.00
06/01/2023	JC	Letters to AE employees (1.); Email corresp w/ MD at econ (.8)	1.80	1,440.00
06/05/2023	JC	Pull all the files for expert, email protective order (.8) call w/ MD re damage calcs (.5)	1.30	1,040.00
07/11/2023	JC	Emails w/ Expert (.4) email corresp w/ OPC (.4) review draft sc statement and prep redline changes (.8)	1.60	1,280.00
07/12/2023	JC	Review RFPD Set 3 responses and doc production (2.); Email corresp w/ OPC re Pennell Depo (.4)	2.40	1,920.00
07/20/2023	JC	Frog set 3 (.5)	0.50	400.00
07/25/2023	JC	Corresp w/ MD (.4)	0.40	320.00
07/28/2023	JC	Call w/ MD re expert analysis .4)	0.40	320.00
08/09/2023	JC	Prep stip re 437c(t) mtx and decl (1.5) email corresp w/ OPC re this path (.4)	1.90	1,520.00
08/10/2023	JC	Amended ntc of depo of pennel (.4)	0.40	320.00
08/11/2023	JC	Email corresp w/ opc re mediation (.8); Email to the client re interested in mediation (.4)	1.20	960.00
08/17/2023	JC	Review emails re mediation (.8) prep mediation ltr to client (.7) emails w/ opc re medaition (.8)	2.30	1,840.00
09/01/2023	JC	Telephone call to Nicole R Roydson - spoke regarding mediation (.3) emails re call (.4)	0.70	560.00
09/20/2023	JC	Email defense re pay periods (.8) email MD re updated workbook for Boone w/ extrapolation (.4)	1.20	960.00
10/20/2023	JC	Stip to continue SC (.8)	0.80	640.00
10/24/2023	JC	Review order and prep ntc of entry (.5)	0.50	400.00
11/06/2023	JC	Pre-mediation call w/ Boone (.8)	0.80	640.00
11/08/2023	JC	Call w/ mediator (.4)	0.40	320.00
11/09/2023	JC	Mediation w/ judge papas (8.) draft separate MOUS (1.5) email client terms (.4)	9.90	7,920.00
11/10/2023	JC	Email mous (.8)	0.80	640.00
11/15/2023	JC	Email corresp w/ OPC and review redline changes to MOUs and revise (.8)	0.80	640.00
11/17/2023	JC	Email corresp w/ OPC (.4)	0.40	320.00
11/20/2023	JC	Call w/ OPC re settlement (.3) review redline MOU and prep SC statement (.8) email corresp w/ OPC (.3)	1.40	1,120.00
11/21/2023	JC	Review emails and finalize sc statement (.4)	0.40	320.00
11/25/2023	JC	Email signed MOU (.4) prepare and email long form PAGA settlement Agreement (2.5)	2.90	2,320.00
11/30/2023	JC	Review redline of PAGA long form/ make chagnes and send to opc (.8) discussion w/ client re timing of payment (.3) review indy sa, make redline changes and email defense (1.5)	2.60	2,080.00
12/03/2023	JC	Email executed settlement agreements to opc (.4); Prepare MPAs for PAGA settlement (6.)	6.40	5,120.00
12/07/2023	JC	Email corresp w/ opc re sa and paga hearing (.8)	0.80	640.00
12/09/2023	JC	Draft Decl re PAGA approval (2.5.) Draft of PROO (1.)	3.50	2,800.00
12/12/2023	JC	Email corresp w/ [redacted] (.8)	0.80	640.00
		Total Fees	**155.70**	**$120,940.00**

Time Summary

Initials	Rate	Hours	Amount
JC	776.75	155.70	120,940.00

TOTAL NEW CHARGES **$120,940.00**