

AGREEMENT RESOLVING FEES AND COSTS PAID UNDER CONSENT JUDGMENT

This Agreement (Agreement) resolving the fees and costs incurred by plaintiff Whitney R. Leeman, Ph.D. (Dr. Leeman) in *Leeman v. LKQ Corporation, et al.*; San Francisco Superior Court Case No. CGC-16-551473 (the Action) is entered into by and between Dr. Leeman, on the one hand, and defendant Keystone Automotive Operations, Inc. (Keystone) on the other hand. Dr. Leeman and Keystone are referred to individually herein as a “Party” and collectively as the “Parties.”

Recitals

- A. On or about March 26, 2018, Dr. Leeman and Keystone entered into a stipulated judgment (Consent Judgment), which, once approved and entered by the Court as a judgment will resolve the entire action as to all parties and claims. The Consent Judgment memorializes the Parties’ agreement participate in mediation to resolve the final term of their agreement, Keystone’s reimbursement of Dr. Leeman’s fees and costs under the Consent Judgment.
- B. After reaching an agreement on all other essential terms of the Consent Judgment, and prior to engaging a neutral to conduct the mediation, the Parties’ counsel met and conferred in an effort to negotiate a Keystone’s reimbursement of Dr. Leeman’s reasonable fees and costs. Counsel for the Parties succeeded at finding a mutually acceptable amount to resolve plaintiff’s fees and costs. By doing so, they avoided the risks and uncertainty the Parties faced in mediating their dispute, and obviated the expenses of time and money the Parties would necessarily incur in mediation.
- C. This Agreement is made with respect to any and all claims arising from or related to the fees and costs incurred by Dr. Leeman investigating the violations alleged in her 60-day notice and complaint, litigating, negotiating a settlement with Keystone, and moving the Court for settlement approval pursuant to Health and Safety Code § 25249.7(f).

Agreement for Reimbursement of Plaintiff's Attorneys' Fees and Costs

1. Recitals

The recitals set forth above are true and correct and are incorporated by reference into the terms of this Agreement.

2. Payment of Attorneys' Fees and Costs by Keystone

On or before April 10, 2018, Keystone agrees to pay Dr. Leeman \$80,000.00 by check payable to "The Chanler Group Trust Account."

3. Fee Reimbursement Payment Held in Trust by Dr. Leeman's Counsel

Dr. Leeman and her counsel agree that Keystone's payment under this Agreement shall be held in trust by The Chanler Group until the Parties' settlement and Consent Judgment is approved by the Court. In the event the settlement is not approved, Dr. Leeman shall return Keystone's payment with interest at the present federal funds rate within two business days of receiving a written request to do so from Keystone or its counsel. Thereafter, the Parties may agree to revise the Consent Judgment, as necessary, to achieve court approval. All funds paid by Keystone under this Agreement will be returned with interest if the Parties' subsequent attempt(s) to achieve court approval, if any, prove unsuccessful.

4. Motion for Settlement Approval

Dr. Leeman represents that she would supplement her motion to approve the settlement to include the fixed fee reimbursement, along with the lodestar and enhancer that she believes she incurred (and should be awarded) along with a reasonable enhancer (e.g., 1.25) which amounts to approximately \$275,000 plus future legal work necessarily incurred moving the Court for, and obtaining judicial approval of, the Parties' settlement. But, she has instead, pursuant to this Agreement, to accept the sum of \$80,000 paid on or before April 10, 2018, as set forth in paragraph 2, above.

///

///

///

5. Authority

The undersigned are authorized to execute this Agreement on behalf of their respective Parties and have read, understand, and agree to all the terms and conditions set forth herein.

AGREED TO:

AGREED TO:

Date: 3/30/2018

Date:

3/28/18

By: Whitney R. Leeman
WHITNEY R. LEEMAN, PH.D.

By:

Matthew McKay

Matthew McKay

~~Bill Rogers, President~~

Secretary

KEYSTONE AUTOMOTIVE OPERATIONS, INC.