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7 Attorneys for Plaintiff,
JASEN ORTIZ
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**
11

12 Jasen Ortiz, individually and on behalf of all
others similarly situated,

13 Plaintiff,

14 v.

15 TLC Restoration, Inc., a California
corporation, and DOES 1 through 50,
16 inclusive,

17 Defendant.
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CASE NO: CIVDS2010019

**DECLARATION OF S. SEAN SHAHABI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
SERVICE PAYMENT; REASONABLE
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval, Memorandum;
Declaration of Norma Ayala; [Proposed]
Order of Final Approval and Judgment lodged
concurrently herewith]*

Hearing

Date: June 30, 2026
Time: 8:30 a.m.
Dept: S26 – SBJC

Complaint Filed: June 17, 2020
Trial Date: None Set

DECLARATION OF S. SEAN SHAHABI

I, S. SEAN SHAHABI, hereby declare as follows:

1. I am an attorney at law duly licensed to practice in the State of California. I am a Senior Managing Attorney for JAURIGUE LAW GROUP, counsel of record for Plaintiff Jasen Ortiz ("Plaintiff") in the above-entitled action. I make this declaration on the basis of personal knowledge unless another source of information or belief clearly appears from the context, and as to all such matters, I believe them to be true. This personal knowledge has been attained either by my own observations and experiences and/or my review of firm files and the underlying records and documents of this litigation. If called as a witness, I could and would readily and competently testify to all matters stated herein.

2. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement; Service Payment; and Reasonable Attorneys' Fees and Costs.

3. Attached hereto as **Exhibit A** is a true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement" or "Agreement").

4. The Settlement was reached after extensive factual and legal investigation and research; a review of pleadings; exchanges of documents and information; correspondence and negotiation between counsel; analysis of data pertaining to the number of Workweeks and Class Members during the Class Period, hire dates, termination dates, rates of pay, and number of pay periods for Class Members and PAGA Settlement Members, analysis of Defendant's employment policies; analysis of all of Plaintiff's personnel records; and interviews with Class Members.

5. The settlement was reached after the parties' participation in a full day of mediation with mediator David Sarnoff on March 2, 2022. The settlement amount is a compromise figure, that considered the risks related to certification, liability, and management.

6. Plaintiff asserts that the wage and hour claims and the claims for resulting penalties would be certified. On the other hand, Class Counsel understand from the mediator and the mediation process that Defendant argued the following: Defendant contends Plaintiff could not meet the requirements of class certification as Defendant did not engage in any policies which were the

1 product of an overarching policy that was uniformly applied to all Class Members, Class Members
2 had ample opportunity and time to clock in and clock out for their shifts, meal and rest periods were
3 provided and timely taken by Class Members in compliance with California labor laws, and
4 Defendant otherwise complied with California's wage and hour laws.

5 7. Class Counsel and Defendant's Counsel aggressively advanced the parties'
6 respective positions through the litigation and settlement negotiations. The negotiations were
7 conducted, as discussed herein, after considerable investigation and analysis by capable and
8 experienced Class Counsel. Class Counsel and Plaintiff have concluded that it is in the best interest
9 of the Class Members to settle this class action for the substantial benefit obtained for the Class
10 Members under the Settlement Agreement and the costs inherent in extensive additional discovery.
11 As such, the parties ultimately recognized that the inherent expense, delay and uncertainty of trial
12 present a real danger that an ultimate victory by either side may be of substantially less value than
13 the Settlement.

14 8. Counsel for the Parties engaged in extensive discovery, further informal discovery,
15 investigation, and discussions about the strengths and weaknesses of the claims and defenses,
16 including a full-day mediation session. This yielded information and documentation concerning the
17 claims set forth in the Action. Defendant provided sufficient information to determine the number
18 of Class Members in the Class Period, the number of Class Members in the Class Period who would
19 be eligible for PAGA penalties, the number of pay periods in the Class Period, Class Members'
20 average rates of pay, penalties for wage statement violations, waiting time penalties, and unpaid
21 wages. Class Counsel was also provided with, reviewed, and analyzed voluminous corresponding
22 time and payroll records, as well as policies and procedures in effect during the Class Period. The
23 foregoing analysis permitted Class Counsel to analyze the number of late, or unprovided meal
24 periods and rest periods and the sufficiency of Defendant's meal and rest period policies. In addition,
25 counsel for the parties have investigated the law as applied to the facts discovered regarding the
26 alleged claims of Plaintiff and potential defenses thereto, and the potential damages claimed by
27 Plaintiff.

1 9. The recovery for each Class Member is well within the acceptable range for this type
2 of action. Class Counsel and Plaintiff were prepared to litigate the claims in this Action, but they
3 strongly and unequivocally support the proposed Settlement as being in the best interest of the
4 Settlement Class based on the circumstances referenced herein. This Settlement is favorable given
5 that the Settlement Class will receive compensation promptly rather than facing uncertainties
6 inherent in further litigation and waiting years for this Action to be tried. Furthermore, the
7 Settlement Class has overwhelmingly supported the Settlement on the terms set forth in the
8 Settlement Agreement, as evidenced by the 100% participation rate by the Settlement Class to date.
9 Thus, this Settlement is highly favorable and is in the best interests of the Settlement Class.

10 **THE REQUESTED ATTORNEYS' FEES AND COSTS ARE FAIR,**
11 **REASONABLE, AND APPROPRIATE**

12 10. Class Counsel attorneys' fees request is based on the "common fund" doctrine,
13 supported by a lodestar crosscheck.

14 11. Class Counsel's application for an award of attorneys' fees in an amount of thirty-
15 five (35%) of the Gross Settlement Amount is fair and reasonable, and is in line with the percentage
16 requested by Plaintiffs' counsel generally in wage and hour class actions, and is fair compensation
17 for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

18 12. For Class Counsel, the fees here were wholly contingent in nature. There was the
19 prospect of the enormous cost inherent in class action and representative litigation, as well as a long
20 battle with Defendant. That prospect had become reality as hundreds of hours have been spent in
21 connection with this Action, including in:

- 22 • The investigation of the matter, including meeting with Plaintiffs, reviewing Defendant's
23 policies, and requesting and reviewing Plaintiff's time and pay records, personnel file, and
24 exploring Defendant's corporate structure;
- 25 • Compliance with prerequisites in connection with Plaintiff's PAGA Notices;
- 26 • Prepare and filing the Complaint;
- 27 • Conducting written discovery;

- 1 • Meeting and conferring with Defendant regarding discovery responses, and engaging in
2 related motion practice;
- 3 • Meeting and conferring with Defendant regarding mediation, performance of informal
4 discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- 5 • Working with opposing counsel and consultants for the receipt of a representative sampling
6 of time and payroll records and analyzing the same with the aid of expert consultants and Plaintiff
7 to perform analyses of liability and exposure prior to attendance of the mediations in this matter;
- 8 • Selecting a mediator and mediation date;
- 9 • Analyzing written policies provided by Defendant;
- 10 • Preparation of a mediation brief and damages model for use at mediation;
- 11 • Attendance at mediation;
- 12 • Communicating with Plaintiff regarding updates on this matter to ensure he remained
13 apprised of the events and happenings;
- 14 • Negotiating, finalizing and fully executing a Memorandum of Understanding, and then
15 the Settlement Agreement, in connection with both of which multiple drafts were distributed and
16 various conversations were held with counsel directly to exchange viewpoints and information;
- 17 • Preparing a draft class notice and obtaining bids for administration; and
- 18 • Preparation of the Motion for Preliminary Approval.
- 19 • Reviewing, analyzing, and modifying the Settlement Administrators final report to
20 provide the information necessary for the Court's review of the Motion for Final Approval; and
- 21 • Preparing the instant Motion for Final Approval.

22 **An Award of Attorneys' Fees as Requested is Appropriate**

23 **Under the Lodestar Method**

24 13. I believe Class Counsel earned the requested fee, as this case was vigorously
25 litigated. Over 288 hours have been expended by Jaurigue Law Group attorneys on this matter to
26 date.

27 14. Attorneys and staff at Jaurigue Law Group uses Clio case management software as
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1 part of their day-to-day litigation case management duties and responsibilities. Among the variety
2 of information that attorneys enter into and maintain in Clio in the regular course of business is the
3 amount of hours they have spend on particular litigation matters, including the above-captioned
4 *Ortiz v. TLC Restoration, Inc.* The time entries identify the attorney or staff member who has
5 entered the time entry, the time spent in tenths of an hour, and the date and description of the legal
6 activity performed.

7 15. In connection with the preparation of this Motion for Final Approval and my
8 supporting declaration, I accessed Clio to determine the total amount of attorney time that was
9 recorded for this matter by attorney.

10 16. To summarize Class Counsel's lodestar request, Class Counsel will have collectively
11 worked at least 288.70 hours in relation to this matter.

12 17. Attached hereto as **Exhibit B** is a chart that lists the five attorneys at Jaurigue Law
13 Group that have devoted substantial time to this matter, the amount of hours they worked on this
14 matter according to the firm's Clio software database, applicable hourly rates and year of bar
15 admission, and the resulting attorneys' fees attributable to the attorneys work, including as follows:
16 Michael J. Jaurigue (\$750 per hour, 2 hours); S. Sean Shahabi (\$750 per hour, 60.80 hours); and
17 former Jaurigue Law Group attorneys Barbara DuVan-Clarke (\$500 per hour, 66.60 hours);
18 Alexander Spellman (\$400 per hour, 115.80 hours); and Eric Galson (\$250 per hour, 45.50 hours).
19 As reflected on the chart, at Class Counsel's respective hourly rates and time billed to this matter,
20 this results in a total lodestar amount of \$136,595.00. This total lodestar amount is not inclusive of
21 time worked by other attorneys at Jaurigue Law Group who provided spot written work-product and
22 research assistance, nor the contribution of its paralegals and other support staff.

23 18. Jaurigue Law Group is a law firm that is principally dedicated to the representation
24 of employees in workplace disputes and employment law matters, and all of the work performed on
25 behalf of these clients is done on a contingency basis. Jaurigue Law Group does not perform legal
26 services on behalf of these clients on an hourly basis and the firm does not invoice these clients for
27 services rendered; rather, it only collects fees as a percentage of the total gross recovery of a
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1 settlement or judgment. However, hourly rates that are at least in the amounts set forth above are
2 set forth in the firm's engagement letters with its clients, and are reflective of the prevailing rates
3 charged by attorneys of similar skill and experience in the community, as well as the attorney's skill
4 and experience.

5 19. From my personal experience on this case and from my review of the clio time entries
6 and descriptions, several hours were spent on this case prior to litigation understanding Defendant's
7 policies, practices, and business structure. Several hours were spent meeting and conferring with
8 opposing counsel. Several hours were spent negotiating the parameters of mediation, agreeing to a
9 mediator and determining what informal discovery would be exchanged beforehand. Several hours
10 were spent performing formal and informal discovery, including obtaining and reviewing
11 Defendant's policies, as well as obtaining and reviewing, with the aid of expert consultants, the
12 sampling of time and pay records from Defendant. Several hours were spent preparing for and
13 attending mediation. Several hours were spent negotiating the Memorandum of Understanding and
14 a long form settlement agreement. Finally, several hours were spent preparing a motion for
15 preliminary approval; attending a hearing thereon; and working with the administrator to administer
16 Class Notices to Class Members; and most recently preparing this Motion for Final Approval.

17 **Reimbursement of Class Counsel's Incurred Costs**
18 **from the Gross Settlement Amount is Appropriate**

19 20. Attached hereto as **Exhibit C** is a chart that lists and itemizes the costs and litigation
20 expenses, by date, description, and amount, Jaurigue Law Group incurred in connection with this
21 matter and for which it is requesting reimbursement from the Gross Settlement Amount. As
22 reflected on the chart, the total amount of incurred costs for which Jaurigue Law Group is requesting
23 reimbursement is \$11,002.02.

24 21. The chart was created from information compiled by the firm's staff in response to
25 my request for purposes of this Motion. To my understanding, in order to compile this information
26 the firm's staff utilizes Clio as well as the firm's accounting software – which is utilized, and in
27 which the firm records litigation costs and expenses, as part of its regular course of business.

1 **COMPETENCY AS CLASS COUNSEL**

2 22. I became a Senior Managing Attorney with Jaurigue Law Group in 2020. Jaurigue
3 Law Group is a law firm that has actively and continuously practiced employment litigation since
4 my arrival, representing employee-plaintiffs, in both individual and class actions, in this Superior
5 Court, and other Superior Courts throughout the State, and in various Federal courts.

6 23. My office is qualified to handle this litigation because we are experienced in
7 litigating Labor Code violations in both individual and class action cases. Jaurigue Law Group has
8 handled and is currently handling various wage and hour class action lawsuits.

9 24. Because most individuals cannot afford to pay for representation in litigation on an
10 hourly basis, Jaurigue Law Group represents virtually all of its employment law clients on a
11 contingency fee basis, including this matter. Pursuant to this arrangement, we are not compensated
12 for our time unless we prevail at trial or successfully settle our clients' cases. Because the firm is
13 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her
14 case, we cannot afford to represent an individual employee on a contingency basis if, at the end of
15 our representation, all we are to receive is our regular hourly rate for services. It is essential that we
16 recover more than our regular hourly rate when we win if we are to remain in practice so as to be
17 able to continue representing other individuals in civil rights employment disputes.

18 25. I am informed and believe that the efforts of Plaintiff's counsel have resulted in
19 substantial benefits to the settlement class, in the form of a significant settlement fund established
20 to compensate settlement class members for the alleged wage and hour violations discussed herein.

21 26. I graduated summa cum laude from the University of California at Irvine in 1996
22 with a Bachelor of Arts degree in Political Science.

23 27. I obtained my Juris Doctor from Harvard Law School in 1999 and was admitted to
24 the California State Bar in December 1999.

25 28. After a summer internship there in 1998, I began my legal career in the Labor and
26 Employment Law Department of Sheppard Mullin Richter & Hampton LLP in September 1999. I
27 have practiced employment law in California since that time and have, since at least 2003, actively
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1 litigated wage and hour class actions (and FLSA collective and PAGA representative actions) in
2 various courts throughout the state of California, as well as in the federal district court of the Central
3 District of California. Most of the wage and hour class action matters I have handled have been
4 before the class action/complex litigation panels of the Los Angeles County and Orange County
5 Superior Courts.

6 29. My class action experience is generally on employment law wage and hour matters.
7 I have worked on, in a first-chair or significant supporting capacity, well over fifty (50) wage and
8 hour class actions over the course of my career. I am readily familiar with the requirements of class
9 action litigation and the procedures for resolution of cases as a class. I have never been disqualified
10 to serve as an attorney in any lawsuit, including any class action litigation.

11 30. Before joining Jaurigue Law Group in November 2020, I was a Principal with the
12 national employment law firm of Jackson Lewis P.C. in the firm's Orange County office. Since
13 joining the firm in 2015 I was one of the primary attorneys in the Orange County office responsible
14 for the management and defense of wage and hour class actions against the firm's clients, including
15 handling and resolving wage and hour class actions in a first-chair capacity.

16 31. A search of my name on Westlaw's litigation records database and other public
17 searches identifies records and case numbers in both state and federal class actions I have had
18 significant involvement in, and exhibits my extensive experience as a class action practitioner over
19 the years. These include, for example: *Johnson v. VCG-IS, LLC* (2019 WL 1245311, 2018
20 WL7636473); *Sanchez v. ARB, Inc.* (8:16-CV-00844); *Thompson v. American Advisors Group*
21 *(1:14-CV-03966)*; *Knight v. Thrifty Payless, Inc.* (2014 WL 11033140, 2012 WL 12517478); *Atkins*
22 *v. Payless ShoeSource, Inc.* (2010 WL 5861374); *Bryant v. Bar Louie Anaheim, Inc.* (2010 WL
23 3764305); *Thompson, et al. v. Payless ShoeSource, Inc.* (2009 WL 1889030; 2009 WL 10674309);
24 *Chase v. Rite Aid Corp.* (2008 WL 5131200); *Orozco, et al. v. Downey Savings and Loan*
25 *Association* (2008 WL 2818130); *Cuevas v. The Vasquez Company* (2007 WL 5443621); *Cuvillier*
26 *v. Alta Colleges, Inc.* (2003 WL 25742943).

27 32. I have been named a "Super Lawyer" by Super Lawyers Magazine in 2019, 2020,
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1 and every year since 2022. According to their website, five percent (5%) of the lawyers in the state
2 are selected as “Super Lawyers.” This coveted distinction is bestowed upon people by peer
3 nomination, and only recognizes those lawyers who both sides of the bar recognize as outstanding
4 in their field. (https://www.superlawyers.com/about/selection_process.html.)

5 33. I have been published in the Orange County Lawyer magazine (“The Section 998
6 Offer to Compromise: Creating Settlement Leverage for a Defendant-Employer in a Lawsuit Where
7 Attorneys’ Fees are Recoverable” (Orange County Lawyer; February 2008) (Westlaw Cite: 50-FEB
8 Orange County Law. 18)).

9 34. I am currently litigating other class action lawsuits. I have never been disqualified to
10 serve as an attorney in any lawsuit, including any class action litigation.

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12 I declare under penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct. Executed on June 15, 2026, at Trabuco Canyon, California.

14
15 *Sean Shahabi*

16 S. Sean Shahabi, Esq.
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EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Jasen Ortiz (“Plaintiff”) and Defendant TLC Restoration, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant as “Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendant captioned *Jasen Ortiz v TLC Restoration, Inc., et al.*, initiated by Plaintiff on June 17, 2020, and pending in Superior Court of the State of California, County of San Bernardino (Case No. CIVDS2010019).
2. “Administrator” means Apex Class Action LLC the neutral entity the Parties have agreed to appoint to administer the Settlement.
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 Preliminary Approval of the Settlement.
4. “Class” means: (a) all individuals who worked for Defendant as hourly-paid or non-exempt employees within the State of California during the Class Period.
5. “Class Counsel” means Jaurigue Law Group.
6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.
8. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).
9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Members’ mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
10. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English

and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

11. “Class Period” means the period from June 17, 2016 to August 31, 2022.
12. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as the Class Representative.
13. “Class Representative Service Payments” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
14. “Court” means the Superior Court of California, County of San Bernardino.
15. “Defendant” means the named defendant TLC Restoration, Inc.
16. “Defense Counsel” means Clark Hill, LLP.
17. “Effective Date” means thirty (30) calendar days after both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. It is the Parties’ intent that this Settlement shall not become effective until the Judgment approving this Settlement has become completely final, and there is no timely recourse by any appellant, objector, or intervenor who seeks to contest the Settlement.
18. “Final Approval” means the Court’s order granting final approval of the Settlement.
19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
20. “Gross Settlement Amount” means \$350,000.00 which is the total and maximum amount Defendant agrees to pay, or will pay, under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.
21. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks that Participating Class Member worked during the Class Period.

22. “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods that PAGA Group Member worked during the PAGA Period.
23. “Judgment” means the judgment entered by the Court based upon the Final Approval.
24. “LWDA” means the California Labor and Workforce Development Agency.
25. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
26. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Individual PAGA Payments; (b) LWDA PAGA Payment; (c) Class Representative Service Payments; (d) Class Counsel Fees Payment; (e) Class Counsel Litigation Expenses Payment; and (f) Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
27. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
28. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq.*).
29. “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendant for at least one (1) day during the PAGA Period.
30. “PAGA Period” means the period from April 13, 2019, through August 31, 2022.
31. “PAGA Group Members” means: (a) all individuals who worked for Defendant as hourly-paid or non-exempt employees within the State of California at any time during the PAGA Period. Defendant denies any wrongdoing or violations of the Labor Code or other law.
32. “PAGA Notice” means Plaintiff Ortiz’s letter to the LWDA on March 9, 2020, providing notice pursuant to Labor Code section 2699.3, subd. (a).
33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 75% to the LWDA (\$12,000) and 25% to the PAGA Group Members (\$4,000) in settlement of PAGA claims.
34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. “Plaintiff” means the named plaintiff Jasen Ortiz.

36. “Preliminary Approval” means the Court’s Granting Preliminary Approval of the Settlement.
37. “Released Class Claims” means the claims being released as described in Section E.2. below.
38. “Released PAGA Claims” means the claims being released as described in Section E.3 below.
39. “Released Parties” means Defendant and each of its former and current employees, agents, principals, officers, directors, shareholders, investors, affiliated, related, parent company, subsidiaries, insurers, attorneys, accountants, trustees, representatives, businesses, predecessors, successors, subrogees, assigns, and fiduciaries.
40. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
41. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
42. “Settlement” means the disposition of the Action effected by this Settlement Agreement and the Judgment.
43. “Workweek” means any week during which a Class Member worked for Defendant for at least one (1) day during the Class Period.

B. RECITALS.

1. On June 17, 2020, Plaintiff commenced this Action by filing a Complaint in the Superior Court of California in and for the County of San Bernardino entitled *Jasen Ortiz v. TLC Restoration, Inc.*, Case No. CIVDS2010019 alleging causes of action against Defendant for (1) disability discrimination, Cal. Gov. Code § 12940; (2) failure to provide reasonable accommodations, Cal. Gov. Code § 12940; (3) failure to engage in good faith interactive process, Cal. Gov. Code § 12940; (4) retaliation for reporting illegal violation, Cal. Lab. C. §§ 1102.5, 1102.6; (5) retaliation, Cal. Lab. C. § 98.6; (6) wrongful termination in violation of public policy; (7) failure to provide employment records upon request, Cal. Lab. code § 226; (8) failure to provide personnel records upon request Cal. Lab. Code § 1198.5; (9) failure to provide meal breaks, Cal. Lab. Code §§ 226.7, 512, Wage Order 9; (10) failure to provide rest breaks, Cal. Lab. Code § 226.7, Wage Order 9; (11) continuing wages, Cal. Lab. Code §§ 201, 202, 203; (12) failure to pay minimum wages, Cal. Lab. Code § 1194, Wage Orders 4 and 9; (13) failure to pay overtime wages, Cal. Lab.

Code §§ 510, 1194, Wage Order 9; (14) failure to provide adequate pay stubs, Cal. Lab. Code § 226; (15) failure to maintain accurate records, Cal. Lab. Code § 1174; (16) Private Attorneys General Act, Cal. Lab. Code § 2698 *et seq.*; and (17) Unfair Competition, Cal. Bus. & Prof. Code, § 17200 *et seq.*

2. On March 9, 2020, Plaintiff provided written notice to the LWDA of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.
3. On August 12, 2024, Defendant filed an Answer to Plaintiff's Complaint.
4. After engaging in extensive discovery, investigations, and negotiations, the Parties remotely attended mediation with the mediator David Sarnoff on March 2, 2022, resulting in a settlement via a mediator's proposal, subject to the Court's approval.
5. Defendant 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.
6. The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced several documents relating to their policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest break along with payroll, timekeeping, and operational policies. As part of Defendant's production, Plaintiff also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of Workweeks and PAGA Pay Periods. Plaintiff also interviewed Class Members who worked for Defendant throughout the Class Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
7. The Court has not granted class certification.
8. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendant promises to pay \$350,000.00, and no more, as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any

claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- a. Defendant shall pay the Gross Settlement Amount according to the following payment schedule: \$87,000.00 (eighty-seven-thousand-dollars-and-zero-cents) to be paid within 16-months of the parties executing a long-form settlement agreement or within thirty (30) calendar days after final approval of the settlement, whichever is later (“Initial Payment”); and
 - b. 35 equal monthly installment payments equal to \$7,300.00 (seven-thousand-three-hundred-dollars-and-zero-cents) payable on the fifteenth day of each subsequent month after the Initial Payment is made, and a final payment on the 36th month after the Initial Payment is made of \$7,500.00 (seven-thousand-five-hundred-dollars-and-zero-cents) so that the aforementioned 36 monthly installment payments equal a total of \$263,000.00.
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 Final Approval Order:
- a. To Plaintiff: The Class Representative Service Payment of no more than \$5,000.00 to the Plaintiff (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff’s request for the Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court’s approval of the Class Representative Service Payment in an amount less than requested shall not be grounds for Plaintiff or Class Counsel to file an appeal. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment, and agrees to indemnify, defend Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff’s obligation to pay employee taxes owed on the Class Representative Service Payment or any other payment to Plaintiff, Class Members, or PAGA Group Members (with the exception of employer side payroll taxes that are Defendant’s responsibility to pay).

- b. To Class Counsel: A Class Counsel Fees Payment of no more than \$122,500.00 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of no more than \$25,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment in an amount less than requested shall not be grounds for Plaintiff or Class Counsel to file an appeal. The Released Parties shall have no liability to Class Counsel or any other counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, hold Defendant harmless, and indemnify and defend Defendant from any dispute or controversy regarding any division, sharing, or any other obligation related to any of these payments.
- c. To the Administrator: An Administration Expenses Payment not to exceed \$3,990.00 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 \$3,990.00, the Administrator will allocate the remainder to the Net Settlement Amount.
- d. To Each Participating Class Member: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of compensable Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
 - i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating

Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- e. To the LWDA and PAGA Group Members: PAGA Penalties in the sum of \$16,000.00 to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which (\$12,000.00) will be allocated to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$4,000.00) will be allocated to the PAGA Group Members as their Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the PAGA Group Members' twenty-five percent (25%) share of PAGA Penalties (\$4,000.00) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period; and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods during the PAGA Period. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment, and agree to indemnify, defend Defendant, and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay employee taxes owed on the Individual PAGA Payments or any other payments to Plaintiff, Class Members, or PAGA Group Members (with the exception of employer-side payroll taxes that are Defendant's responsibility to pay).
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS Form 1099.

D. SETTLEMENT FUNDING AND PAYMENTS.

- 1. Workweeks and Pay Periods. Based on a review of its records as of the March 2, 2022 mediation, Defendant estimates that there were 56 Class Members that Defendant employed during the Class Period who worked a total of 3453 Workweeks and 28 PAGA Group Members who worked a total of 1801 PAGA Pay Periods.

2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator consistent with the payment plan defined in section C(1).
3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the remaining Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service (“USPS”) mail, postage prepaid. The face of each check shall state that checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notices were returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members, including Non-Participating Class Members who qualify as PAGA Group Members (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the NCOA.
 - b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
 - c. For any Class Member whose Individual Class Payment check or 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 Class Member, thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subd. (b).

- d. The payment of the Class Representative Service Payments, Individual Class Payments, and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions, bonuses, or any other additional payment) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the remaining Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiff's Release. Plaintiff and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and forever discharge Released Parties from all actual or potential and any and all known or unknown past or present claims, transactions, occurrences, demands, obligations, actions, causes of action, rights, damages, losses of services, wages, costs, expenses, and compensation whatsoever that occurred before or during the Class Period, including, but not limited to, all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint, all PAGA claims that were, or reasonably could have been, alleged in the Operative Complaint and Plaintiff's PAGA Notice, the Released Class Claims and the Released PAGA claims ("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 Class Period. Plaintiff acknowledges they may discover facts or law different from, or in addition to, the facts or law Plaintiff now know or believe to be true. But Plaintiff agrees Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- a. 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 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.

2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities that each Participating Class Member has against Released

Parties and that were asserted in the Action, or that arise from or reasonably could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Operative Complaint including, but not limited to, Labor Code sections , 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, , 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, as well as all related IWC Wage Orders and Business & Professions Code section 17200, *et seq.* claims based on alleged violations of these Labor Code, and any other applicable Wage Order provisions and all other claims (such as those under the Labor Code, Wage Orders, regulations, and/or other provisions of law) that reasonably could have been pleaded based on the facts asserted in the Action. These claims include: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to pay overtime; (d) failure to provide meal or rest periods or compensation in lieu thereof; (e) failure to timely pay employees upon separation or discharge; (f) failure to pay all wages due and owing for time worked; (g) failure to provide accurate itemized wage statements; (h) failure to maintain accurate records; (i) all related violations of the applicable Wage Orders; (j) all related violations of California’s unfair competition law; and (k) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of *res judicata* based on the claims that were asserted in the Action or reasonably could have been asserted in the Action based on the facts and circumstances alleged in any complaints on file in the Action. Except as set forth in Section E.3. of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

3. Release by PAGA Group Members. All Participating and Non-Participating Class Members, who are PAGA Group Members, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice that occurred during the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree that Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”), and that Defendant will review the Motion for Preliminary Approval at least seven (7) calendar days before the Motion for Preliminary Approval is filed or due to be filed.

1. Defendant’s Declaration in Support of Preliminary Approval. Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, if any. In their declarations, Defendant and Defense Counsel will provide information on any pending matters or actions asserting claims that will be extinguished or adversely affected by the Settlement, if any.

2. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (a) draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (b) draft proposed of the Order Granting Preliminary Approval and Approval of PAGA Settlement; (c) 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 Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (d) signed declaration from Plaintiff confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and Administrator; (e) signed declaration from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)) and Class Notice; and (f) all facts relevant to any actual or potential conflict of interest with the Class and Administrator.
 - a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments shall not operate to terminate or cancel this Agreement.
 - b. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
 - c. Defendant agrees it will not oppose Plaintiff's Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Parties' Settlement Agreement.
3. Responsibilities of Counsel. Class Counsel is responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement, allowing Defense Counsel at least seven (7) calendar days to review and provide input on the motion before it

is filed; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Defense Counsel agrees to appear at the hearing on the Motion for Preliminary Approval in support of the motion. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

4. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Payment. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
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.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
 - a. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best

efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- b. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Workweeks, and PAGA Pay Periods in the Class Data.
- c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice substantially in the form attached to this Agreement as **Exhibit A** via first-class USPS mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
- d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained.
- e. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- f. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.

5. Requests for Exclusion (Opt-Outs).

- a. Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
 - b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.
 - c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section E.2 and Section E.3 of this Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Settlement.
 - d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.
 - e. PAGA Group Members have no right to opt out of the PAGA portion of the Settlement and shall be bound by the release of claims identified in Section E.3 of this Agreement.
6. Challenges to Calculation of Workweeks and PAGA Periods. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may

challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Class Counsel and Defense Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) why the Class Member is objecting; (iii) any facts that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
- c. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notices are remailed).
- d. PAGA Group Members have no right to object to the PAGA portion of the Settlement and shall be bound by the release of claims identified in Section E.3 of this Agreement.

8. 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.

- a. Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use a website to post information of interest to Class Members. This information includes the date, time, and location for

the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Members' calls, faxes, and emails.

- b. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing: (i) names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (ii) names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid) ("Exclusion List"). The Administrator shall also provide a list to Class Counsel of the total number of valid and invalid Requests for Exclusion (with no Class Member names or personally identifying information).
- c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and (vi) checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.
- d. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- e. Administrator's Declaration. No later than sixteen (16) court days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); and (vi) total number of written

objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- f. Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
- g. Employer Taxes. The Administrator shall calculate Defendant's share of employer payroll taxes due on the Wage Portion of Individual Class Payments and provide this information to the Parties and the Court for purposes of Final Approval. The Administrator shall remit employer taxes and required forms to the appropriate taxing authorities within the deadlines set by law.

H. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of its records as of the March 2, 2022, mediation, Defendant estimates that there were 56 Class Members that Defendant employed during the Class Period who worked a total of 3453 Workweeks and 28 PAGA Group Members who worked a total of 1801 PAGA Pay Periods.

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), Proposed Final Approval Order, and proposed Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, in good faith, to resolve any disagreement concerning the Motion for Final Approval.

- 1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive

documents in Court no later than five (5) calendar court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the Settlement will be null and void. In such event, the Parties reserve their rights with respect to the prosecution and defense of the Action. Any disputes arising out of or relating to this Agreement will be submitted to the mediator for resolution. The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching such resolution, and the Parties will bear their own attorneys' fees and other costs incurred.
3. Continuing Jurisdiction of the Court. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.
4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement 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.
5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after

remititur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

L. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification, 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 Defendant that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendant has any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree class certification and representative treatment is for purposes of this Agreement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserve the right to contest certification of any class for any reasons, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and the Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).
2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to publish the fact and/or terms of this Agreement or any related information on their

website(s), for advertising purposes, and/or in publication materials generally available to the public. This section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

3. No Solicitation. The Parties separately agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiff and Defendant 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.
6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or the Court for resolution.
7. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, 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.
9. 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. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
12. 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 the Party was the drafter or participated in the drafting.
13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered into during the Action and in this Agreement relating to the confidentiality of information, shall survive the execution of this Agreement.
14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
17. 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 U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Michael J. Jaurigue
 S. Sean Shahabi
 Jaurigue Law Group
 300 West Glenoaks Boulevard, Suite 300
 Glendale, California 91202
 (Tel) (818) 630-7280
 (Fax) (888) 879-1697

michael@jlglawgroup.com
sean@jlglawgroup.com
jason@jlglawgroup.com

To Defendant: Rafael Nendel-Flores
Alejandro E. Rosa
Clark Hill, LLP
555 South Flower Street
24th Floor
Los Angeles, CA 90071
(Tel) (213) 891-9100
(Fax) (213) 488-1178
RNendekFlores@ClarkHill.com
ARosa@ClarkHill.com

18. 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.
19. Stay of Litigation. The Parties agree upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that 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.

Dated: _____

Jasen Ortiz

By:

Dated: _____

Jaurigue Law Group [Approving as to Form Only]

By: _____

Michael J. Jaurigue

S. Sean Shahabi

Attorneys for Plaintiff

Jul 30, 2025

Dated: _____

TLC Restoration, Inc.

By:   4YW26YL3-4ZZJQ2PZ

On behalf of TLC Restoration, Inc.

Dated: August 13, 2025

Clark Hill, LLP [Approving as to Form Only]

By:  _____

Rafael Nendel-Flores

Alejandro Rosa

Attorneys for Defendant

Dated: 08 / 06 / 2025

Jasen Ortiz

Jasen Ortiz

By: _____

Dated: 08-13-2025

Jaurigue Law Group [Approving as to Form Only]

By: *Michael Jaurigue*

Michael J. Jaurigue

S. Sean Shahabi

Attorneys for Plaintiff

Dated: _____

TLC Restoration, Inc.

By: _____

On behalf of TLC Restoration, Inc.

Dated: _____

Clark Hill, LLP [Approving as to Form Only]

By: _____

Rafael Nendel-Flores

Alejandro Rosa

Attorneys for Defendant

EXHIBIT B



Ortiz v. TLC Restoration

Attorney Hours & Fees

Name	Title (and Bar Admission Year)	Hourly Rate	Hours	Fees (\$)
Michael J. Jaurigue	Founder, Senior Trial Attorney (1999)	\$ 750.00	2.00	\$ 1,500.00
S. Sean Shahabi	Senior Managing Attorney (1999)	\$ 750.00	58.80	\$ 44,100.00
Barbara DuVan-Clarke	Senior Managing Attorney (2008)	\$ 500.00	66.60	\$ 33,300.00
Alexander Spellman	Associate (2007)	\$ 400.00	115.80	\$ 46,320.00
Eric Galson	Associate (2021)	\$ 250.00	45.50	\$ 11,375.00
		TOTALS:	288.70	\$ 136,595.00

EXHIBIT C



Ortiz v. TLC Restoration

Costs and Litigation Expenses		
Date	Description	Amount (\$)
6/18/2020	Class Action filing fee for Summons and Complaint (Superior Court of San Bernardino)	\$ 1,435.00
9/9/2020	CMC - Court Call Fee	\$ 94.00
3/9/2021	Further CMC Remote Appearance Fee	\$ 94.00
7/27/2021	Personal Service - 16 Motion Docs; 1,096 PDF Pages	\$ 758.36
7/28/2021	Printing - Motion to Compel Further Discovery	\$ 109.60
7/30/2021	Personal Service - Proof of Service	\$ 75.45
10/1/2021	Personal Service - Notice of Hearing	\$ 106.36
10/5/2021	Personal Service - Reply to Opposition	\$ 127.36
10/6/2021	Personal Service - 3 Department Docs	\$ 182.95
10/13/2021	Court Call - Proceeding; Motion	\$ 94.00
11/23/2021	Personal Service - Mtn Sanc; Mtc Efrogs	\$ 542.83
11/23/2021	Personal Service - Joint Status Report	\$ 76.33
12/1/2021	CourtCall - Proceeding - Further Case Management Conference	\$ 94.00
1/11/2022	Creal & Creal Accountancy Corporation (Class Data Analysis)	\$ 2,500.00
1/31/2022	Personal Service - Joint Stip	\$ 101.83
2/7/2022	Courtcall - Proceeding: Motion	\$ 94.00
3/14/2022	Mediation Fee	\$ 2,750.00
4/8/2022	Creal & Creal Accountancy Corporation (Class Data Analysis)	\$ 855.25
4/25/2022	Personal Service - Ex Parte	\$ 213.90
1/20/2023	CMC - Court Call Fee	\$ 72.00
5/5/2023	CMC - Court Call Fee	\$ 72.00
8/11/2023	CMC - Court Call Fee	\$ 72.00
11/29/2023	Joint Status Report (filing fee)	\$ 14.23
12/7/2023	CMC - Court Call Fee	\$ 72.00
3/25/2024	Notice of Continuance of Hearing re: Status of Filing of Motion for Preliminary Approval (filing fee)	\$ 13.82
7/29/2024	Concierge E-Filing - Joint Status Report and Request to Continue Status Conference 90-Days (Jul 27, 2024)	\$ 59.95
2/6/2025	Concierge E-Filing - Joint Status Report; (Feb 6, 2025)	\$ 59.95
7/2/2025	Concierge E-Filing-Notice of Continuance;(Jun 24, 2025)	\$ 59.95
8/27/2025	Concierge E-Filing-Motion for Preliminary Approval; Declaration ISO(4); Proposed Order (Aug 14, 2025)	\$ 140.95
1/6/2026	Concierge E-Filing - Notice of Remote Appearance; Order re Remote Appearance (Jan 3, 2026)	\$ 59.95
	Total Costs & Litigation Expenses	\$ 11,002.02

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PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a party to the within action; and my business address is 300 W. Glenoaks Boulevard, Suite 300, Glendale, California 91202.

On **June 15, 2026**, I served the document(s) described as **DECLARATION OF S. SEAN SHAHABI IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; SERVICE PAYMENT; REASONABLE ATTORNEYS' FEES AND COSTS** on the party (or parties) in this action by delivering a true copy (or copies) addressed as follows:

Rafael G. Nendel-Flores,
Esq.
Alejandro E. Rosa, Esq.
Diane Vo
CLARK HILL LLP
555 South Flower Street,
24th Floor Los Angeles, CA
rnendelflores@clarkhill.com
arosa@clarkhill.com
dvo@clarkhill.com

Attorneys for Defendants

XXX BY ELECTRONIC MAIL: I caused to be served by electronic transmission (e-mail) to the parties and/or their attorneys of record stated above. The document(s) was/were transmitted by electronic transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed **June 15, 2026** at Glendale, California.



Ciel Ortiz