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Attorneys for Plaintiffs and Aggrieved Employees

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

ROBERT JORDAN and CHANRAKSMEY
KAM, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

THE JUNE GROUP, LLC, a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2020-00030141-CU-OE-CTL

[Assigned for all purposes to the Honorable Loren
G. Freestone, Dept. C-64]

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: April 18, 2025

Time: 10:30 a.m.

Dept.: C-64

Action Filed: August 27, 2020

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs Robert Jordan and Chanraksmeey Kam (together, “Plaintiffs”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. From the inception of the case, Plaintiffs' counsel have zealously represented the interests of the Aggrieved Employees.

3. On June 26, 2020, Plaintiffs submitted written notices under Labor Code § 2699.3 to the California Labor and Workforce Development Agency (“LWDA”) and Defendant The June Group LLC (“Defendant”), alleging that Defendant violated the California Labor Code (the “PAGA Notices”). Attached hereto as **Exhibit A** are true and correct copies of the PAGA Notices.

4. As set forth in the PAGA Notices, Plaintiffs contend that, as a matter of policy and practice, Defendant failed to pay all wages owed for the time employees spent undergoing post-employment drug testing and mandatory orientations, and that Defendant failed to issue accurate itemized wage statements.

5. On August 27, 2020, Plaintiffs filed a class and representative action complaint against Defendant in the Superior Court of the State of California, County of San Diego.

6. Thereafter, counsel for Defendant informed Plaintiffs' counsel of binding arbitration agreements signed by Plaintiffs during their employment. The Parties subsequently met and conferred regarding arbitrability and Plaintiffs agreed to file an amended complaint.

7. On March 25, 2021, Plaintiffs filed the operative First Amended Complaint (“Complaint”) against Defendant. The operative Complaint alleges a single cause of action for violation of PAGA predicated on underlying violation of Labor Code §§ 201-204, 226(a), 510, 1194, 1198, and 1199. Plaintiffs seek civil penalties under the PAGA, as well as attorneys’ fees, and costs. Defendant disputes and denies Plaintiffs’ allegations and claims asserted in the

operative Complaint.

8. On September 23, 2022, Defendant filed a motion to compel individual arbitration of Plaintiffs' claims and dismiss the representative PAGA claims, in light of *Viking River Cruises, Inc. v. Moriana*. The Court subsequently granted Defendant's motion to compel arbitration of Plaintiffs' individual PAGA claims, but denied Defendant's motion to dismiss the representative PAGA claims. Further litigation of the representative PAGA claims was stayed pending arbitration.

9. Thereafter, on May 30, 2023, Plaintiffs filed demands for individual arbitration of their respective individual wage and hour claims against Defendant before JAMS.

DISCOVERY AND INVESTIGATION

10. On April 22, 2021, Plaintiffs propounded written discovery upon Defendant, including requests for production of documents and special interrogatories. In July 2021, Defendant provided its responses to written discovery along with document production.

11. In August 2021, the Parties engaged in discovery meet and confer discussions. As part of those discussions, the Parties agreed to participate in private mediation with mediator Hon. Kevin J. Murphy (Ret.). On December 15, 2021, the Parties participated in mediation with Hon. Kevin J. Murphy (Ret.), but did not settle.

12. Thereafter, the Parties resumed discovery and litigation, and Defendant filed a motion to stay the case and a motion to compel arbitration in light of *Viking River Cruises, Inc. v. Moriana* (2022) 142 S.Ct. 1906. The Court subsequently granted Defendant's motion to compel arbitration of Plaintiffs' individual PAGA claims, but denied Defendant's motion to dismiss the representative PAGA claims. Plaintiffs subsequently initiated their individual matters in arbitration with JAMS.

13. The Parties continued to conduct formal discovery in arbitration.

14. Following years of ongoing litigation and discovery, the Parties then agreed to redirect their efforts towards resolution of the action. In connection with the Parties' negotiations, the Parties engaged in informal discovery. Defendant produced documents relating to its policies, practices, and procedures regarding job applications, orientations, and drug

1 screening, payroll and operations policies, and data pertaining to the aggrieved employees during
2 the relevant PAGA period, and other information.

3 15. Based on the information provided by Defendant, Plaintiffs' counsel conducted an
4 exposure analysis as to the value of the PAGA claims. Plaintiffs' counsel also investigated the
5 applicable law as applied to the facts discovered regarding Plaintiffs' alleged claims and
6 potential defenses thereto.

7 16. The Parties engaged in arm's length negotiations over the course of multiple
8 months. As a result of the negotiations, Plaintiffs and Defendant reached the present settlement.
9 The Parties subsequently negotiated the terms of the PAGA Settlement Agreement
10 ("Agreement" or "Settlement Agreement"). A true and correct copy of the PAGA Settlement
11 Agreement is attached hereto as **Exhibit B**.

12 17. The Parties recognize the risk, expense, and delay in continuing litigation with the
13 representative PAGA claims, and believe the settlement to be fair, reasonable, and adequate.

14 **SUMMARY OF TERMS OF SETTLEMENT**

15 18. As defined by the Agreement, "Aggrieved Employees" means all current and
16 former non-exempt employees who worked for Defendant in California during the PAGA Period
17 ("Aggrieved Employees"). (See Settlement Agreement ("SA") § 1.4.) The PAGA Period is the
18 period from June 24, 2019, to November 19, 2023. (SA § 1.23.) Based on Defendant's records,
19 there are approximately 3,601 Aggrieved Employees with 4,809 pay periods at issue during the
20 PAGA Period. (SA § 4.1.)

21 19. Settlement Agreement requires Defendant to pay the gross amount of Eighty-Five
22 Thousand Dollars (\$85,000.00) (the "Gross PAGA Settlement Amount"). (SA § 3.1.) Based on
23 the Gross PAGA Settlement Amount and the number of Aggrieved Employees, each Aggrieved
24 Employee may potentially recover approximately \$23.60.

25 20. The balance of the Gross PAGA Settlement Amount remaining after deduction of
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1 the approved attorneys' fees and litigation costs¹, settlement administration costs, and Plaintiffs'
2 Service Awards (the balance is hereinafter referred to as the "PAGA Payment"), will be
3 available for distribution to the LWDA and Aggrieved Employees. (See SA § 1.21.) The PAGA
4 Payment will total approximately \$34,092.63.

5 21. Seventy-five percent (75%) of the PAGA Payment, or approximately \$25,569.47,
6 will be paid to the LWDA for PAGA penalties ("LWDA PAGA Payment"). (SA § 3.2.4.) The
7 remaining twenty-five percent (25%), or approximately \$8,523.16, will be distributed to
8 Aggrieved Employees. (*Id.*)

9 22. As part of the settlement, Defendant does not object to Plaintiffs' counsel's
10 request for attorneys' fees of approximately one-third of the Gross PAGA Settlement Amount,
11 *i.e.*, Twenty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
12 (\$28,333.33), and reimbursement of litigation costs in an amount up to Ten Thousand Dollars
13 (\$10,000.00), subject to the Court finally approving this settlement. (SA § C-9.)

14 23. At the time the Parties negotiated the Settlement Agreement, Plaintiffs' counsel
15 did not have a final tally of the litigation costs incurred to date. As such, the Parties included a
16 maximum amount that could be attributed to costs under the settlement. Plaintiffs' counsel
17 request reimbursement of \$3,579.04 for actual litigation-related expenses. Any portion of the
18 requested attorneys' fees and/or costs not approved by the Court shall be added to the PAGA
19 Penalties Fund. (SA § 3.2.1.)

20 24. Defendant does not object to Plaintiffs' request for a Service Award to each
21 Plaintiff in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) each. (SA
22 § 3.2.3.) Any portion of the Service Awards to Plaintiffs that are not approved by the Court shall
23 become part of the PAGA Penalties Fund. (*Id.*)

24 25. Finally, the settlement provides for the payment of the fees and expenses
25 reasonably incurred by the Settlement Administrator. (See SA § C-10.) The Parties have agreed
26

27
28 ¹ As explained below, Plaintiffs' counsel seeks reimbursement of actual litigation costs in the
amount of \$3,579.04.

1 to utilize Phoenix Settlement Administrators to administer the settlement, with the administration
2 costs estimated to be Thirteen Thousand Nine Hundred Ninety-Five Dollars (\$13,995.00). (SA
3 §§ 1.2, 3.2.2.)

4 26. My office obtained the settlement administration bid from Phoenix Settlement
5 Administrators. Attached hereto as **Exhibit C** is a true and correct copy of the settlement
6 administration bid.

7 27. In exchange for the payments described above, Plaintiffs and the Aggrieved
8 Employees will release the Released Parties from the Released PAGA Claims that accrued
9 during the PAGA Period. (SA §§ 1.26, 5.) As defined in the Agreement, the term “Released
10 PAGA Claims” means:

11 [A]ll claims for civil penalties under the PAGA for penalties based
12 on violations of Labor Code §§ 201-204, 226(a), 510, 1194, 1198,
13 1199, the California Minimum Wage Order, and the IWC Wage
14 Orders, arising out of the factual allegations, circumstances, and
15 primary rights in the First Amended Complaint in the Action and
16 PAGA notices, including the failure to pay all wages owed for time
spent undergoing employment orientation session and/or drug
testing as alleged, that accrued during the PAGA Period.
(See SA § 1.26.)

17 28. The PAGA release only releases claims for PAGA penalties that arise out of the
18 “factual allegations, circumstances, and primary rights” in the operative Complaint and PAGA
19 notices—in other words, claims for unpaid wages under the PAGA limited to drug testing and
20 orientations. The release also does not extend to violations of any predicate statutes other than
21 PAGA. (See SA §§ 1.26, 5.) The settlement also does not affect a waiver of claims by
22 Aggrieved Employees against the Released Parties for any individual wage and hour claims.
23 (See *id.*)

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

25 29. Assuming that the Court approves the Service Awards to Plaintiffs (\$5,000.00
26 total), attorneys’ fees (\$28,333.33), actual litigation costs (\$3,579.04), and the Administration
27 Expenses Payment (\$13,995.00), I estimate that the PAGA Payment will total \$34,092.63.
28 Seventy-five percent of the PAGA Payment (approximately \$25,569.47) will be paid to the

1 LWDA for PAGA penalties. The remaining twenty-five percent (approximately \$8,523.16) will
2 be distributed to Aggrieved Employees.

3 30. The amount any particular Aggrieved Employee will be entitled to recover will
4 depend on the number of pay periods in which he or she worked during the PAGA Period, with
5 some entitled to receive more and others less. (*See* SA § 3.2.4.) This is fair, as it directly
6 allocates greater penalties to individuals who have allegedly suffered greater harm.

7 31. If any checks from the settlement remain uncashed after 180 days, the Settlement
8 Administrator will distribute the funds represented by the uncashed checks to the following cy
9 pres recipient: Legal Aid at Work, a 501(c)(3) non-profit organization that provides legal
10 services to low-income families. (*See* SA § 4.4.3.)

11 32. Plaintiffs' counsel does not have a relationship, financial or otherwise, with the cy
12 pres recipient.

13 **POTENTIAL CIVIL PENALTIES AND FAIRNESS OF THE SETTLEMENT**

14 33. Defendant has indicated that there are approximately 4,809 affected pay periods
15 during the PAGA Period, which includes 3,292 pay periods where employees underwent drug
16 screening and 1,517 pay periods where employees attending the one mandatory orientation
17 session.

18 34. Assuming that Plaintiffs were to prevail on the merits of the PAGA claim,
19 applying the standard PAGA penalty of \$100 per pay period yields \$480,900.00 in potential
20 liability for the unpaid wages violation attributable to unpaid drug testing and orientation.

21 35. Even then, pursuant to Labor Code section 2699(f)(2) the Court can decline to
22 award the full amount of PAGA penalties "if, based on the facts and circumstances of the
23 particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive,
24 or confiscatory." Courts routinely award far less than the statutory maximum amount of civil
25 penalties, even where an underlying violation of the Labor Code is found. Indeed, as shown in
26 the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on
27 his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%,
28 citing the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517

(2018). Upon review, the Court of Appeal found such a reduction to be proper. *Id.* at 539; *see O'Connor v. Uber Technologies, Inc.*, 201 F. Supp. 3d 1110, 1133 (N.D. Cal., 2016).

36. Plaintiffs maintain that there does not exist any reason for reducing PAGA penalties. However, Plaintiffs are aware that Defendant could make a compelling argument to the contrary.

37. The above penalty calculations assume that Plaintiffs will prevail on the merits. Plaintiffs would be required at trial to provide each Aggrieved Employee experienced a violation(s) of the Labor Code during every pay period in the PAGA Period. However, Plaintiffs' claims are contested.

38. Defendant disputes liability and argues that employees are not entitled to any compensation for time spent taking drug tests that are a contingency of employment, pursuant to *Johnson v. Winco Foods, LLC*, 37 F.4th 604 (9th Cir. 2022). While Plaintiffs indicate that they underwent post-employment drug testing, Defendant contends that its policy and practice is to provides offers of employment conditioned on passing drug testing.

39. With respect to unpaid orientations, Defendant contends that it has revised its policies as of January 1, 2021, to provide paid orientation for the one orientation training that Defendant requires. Defendant contends that liability, if any, would be limited to one pay period given that orientation happens only once. Additionally, according to Defendant, after January 1, 2021, liability would be cut off.

40. Plaintiffs' derivative wage statement violation is vulnerable to a motion for summary judgment based on the weaknesses of the underlying primary claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) (finding that the employees did not suffer a violation under 226(a) where their wage statement cause of action was derived from an underlying wage and hour violation for overtime).

41. Moreover, Defendant contends that it made a good faith effort to comply with the law. As argued by Defendant, in deciding whether to award the maximum penalty amount, courts may focus on whether the employer made a good faith effort to follow the law.

42. The Gross PAGA Settlement Amount is approximately **17.7%** of the amount of

1 penalties at issue, if the Court awarded \$100 per pay period in which wages were untimely paid.

2 43. In negotiating the amount of the settlement, I took into account the strengths and
3 weaknesses of each alleged violation and the inherent uncertainty in the potential recovery in a
4 PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties
5 where “if, based on the facts and circumstances of the particular case, to do otherwise, would
6 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” *See* Cal. Labor Code
7 § 2699(e)(2). Assuming that Plaintiffs prevailed on liability, under the facts of this case, I
8 appreciate the substantial risk that Defendant could present a persuasive argument to reduce the
9 amount of PAGA penalties at trial.

10 44. Even though I strongly believe that Plaintiffs can prevail at trial, given
11 Defendant’s potential defenses to the alleged violations at issue and the risks and costs of
12 continued litigation, I believe that the settlement is fair and reasonable. After taking into account
13 the sharply disputed factual and legal issues involved in this litigation, the merits of Defendant’s
14 potential defenses, and the significant delay and potential appellate issues inherent to litigation, I
15 have concluded that settlement on the terms set forth in the Settlement Agreement is appropriate
16 and in the best interests of Plaintiffs and the Aggrieved Employees.

17 **ATTORNEY EXPERIENCE**

18 45. Diversity Law Group has a great deal of experience in wage and hour class action
19 litigation and has been approved as class counsel in a number of class actions.

20 46. My qualifications are as follows: I received my JD from Loyola Law School in
21 2017. I received the First Honors Award in Legal Research and Writing, First Honors Award in
22 Appellate Advocacy, and First Honors Award in Civil Litigation Practicum I for achieving the
23 highest grade in those classes. During law school, I was a Staff Editor for Loyola Law Review. I
24 was also an extern at the U.S. District Court, Central District of California, for the Honorable
25 Christina A. Snyder, and a certified law clerk at the San Diego County District Attorney’s
26 Office, Collaborative Courts Division, and the Los Angeles County District Attorney’s Office,
27 Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola Law
28 School’s Scott Moot Court Competition, where I placed Top 16 and was awarded the Top

1 Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the
2 Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon
3 graduation from law school, I was admitted to the California Bar in December 2017.

4 47. I am currently an associate at the law firm of Diversity Law Group, P.C., an
5 employment law firm that has handled numerous wage and hour class and individual actions, on
6 both plaintiff and defense sides. The firm currently has cases in numerous state courts, including
7 the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San
8 Diego County Superior Court, Monterey County Superior Court, as well as the United States
9 District Courts for the Central, Northern, Southern, and Eastern Districts of California.

10 48. I am currently handling and/or have handled numerous wage and hour class action
11 and PAGA lawsuits.

12 49. In 2018, I argued before the California Court of Appeal, Second Appellate
13 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case
14 Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
15 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
16 that same year, I also assisted the firm in successfully obtaining class certification and partial
17 summary judgment by the United States District Court, Northern District of California in the
18 case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third
19 chaired the bench trial in that same case in December 2018.

20 50. I have also been certified and/or approved as class counsel in numerous other
21 wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v.*
22 *Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v.*
23 *Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v.*
24 *THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells*
25 *Fargo Bank National Ass’n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319),
26 and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as
27 part of the courts’ orders granting class certification pursuant to Fed. R. Civ. P. 23 and California
28 Code of Civil Procedure § 382.

1 51. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes*
2 & *Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et*
3 *al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of*
4 *the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez*
5 *v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v.*
6 *California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No.
7 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County
8 Superior Court, Case No. 19CV004512).

9 52. To date, I have incurred approximately 157.6 hours in connection with the
10 litigation of this lawsuit. Attached hereto as **Exhibit D** is a chart summarizing the amount of
11 work I have incurred to date on this matter.

12 53. I also anticipate spending an additional 10 hours through the approval of this
13 settlement, including attending the approval hearing, handling any issues that may arise with the
14 Settlement Administrator and Aggrieved Employees, and further conferring with counsel and the
15 Settlement Administrator regarding the case post-approval.

16 54. The total lodestar for my hours will be approximately **\$100,560.00**, based on the
17 above total hours of 167.6 at an hourly rate of \$600.00 per hour. In 2019 and 2020, I was
18 approved at an hourly rate of \$450.00 per hour by various Courts in a number of matters,
19 including but not limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No.
20 5:16:cv-333 EJD), *Hernandez v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No.
21 16-CV-299319), and *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court
22 Case No. 18CV003398). In 2021, I was approved at the hourly rate of \$500.00 in various cases,
23 including *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council
24 Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading*
25 *Company* (Monterey County Superior Court Case No. 19CV004512); and *Truong v. DS Services*
26 *of America, Inc.* (Solano County Superior Court Case No. FCS054399). As of January 1, 2023,
27 my hourly rate increased to \$600.00 per hour. I was approved at the hourly rate of \$600.00 in
28 *Moen v. Genentech, Inc.* (San Diego Superior Court Case No. 37-2021-00008619-CU-OE-CTL)

1 *Murray v. Granite Wellness Centers et al.* (Nevada County Superior Court Case No. CU20-
2 084680), *Norman v. B & H Global Marketing, LLC* (Sacramento County Superior Court Case
3 No. 34-2022-00314707), *Osman-Bravard v. Placer Title Company* (Nevada County Superior
4 Court Case No. CU21-085315), *Cabalo v. Jones Lang LaSalle Americas, Inc.* (San Diego
5 County Superior Court Case No. 37-2020-00044322-CU-OE-CTL), and *Apex Systems Wage and*
6 *Hour Cases* (Orange County Superior Court, JCCP No. 5096).

7 **LITIGATION COSTS**

8 55. My office has incurred costs in the amount of \$3,579.04. The costs are all
9 litigation related costs, including filing and service fees, Court fees, arbitration fees, and postage
10 fees. Attached hereto as **Exhibit E** is a copy of the costs incurred in connection with this lawsuit.

11 **NOTICE TO THE LWDA**

12 56. Concurrent with the filing of the Motion to Approve PAGA Settlement, my office
13 uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website.
14 Attached hereto as **Exhibit F** is a true and correct copy of proof of submission of the settlement
15 documents to the LWDA's website. In addition, my office shall submit to the LWDA a copy of
16 the Court's judgment and order approving the Settlement Agreement within ten (10) days after
17 entry of judgment or order.

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

20 Executed on this 26th day of March 2025, at Los Angeles, California.

21 
22 _____
23 Mai Tulyathan
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EXHIBIT A

ROBERT JORDAN

C/O DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

515 S. FIGUEROA ST., SUITE 1250

LOS ANGELES, CALIFORNIA 90071

TELEPHONE (213) 488-6555

FACSIMILE (213) 488-6554

June 24, 2020

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

Re: Robert Jordan v. The June Group, LLC dba QualStaff Resources and Daylight
Solutions, Inc.

To Whom It May Concern:

This correspondence shall constitute my written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against my former employer, The June Group, LLC, doing business as QualStaff Resources (the "Company"). Specifically, I allege as follows:

1. The Company failed to pay wages to me and other aggrieved employees in violation of the minimum, regular, and overtime wage requirements under Labor Code §§ 201-204, 510, 558, 1194, 1198, 1199, the California Minimum Wage Order, and the IWC Wage Orders. Specifically, other aggrieved employees and I were routinely required to undergo post-employment drug testing while at work, but were not paid wages for any time spent undergoing and taking said drug tests. In addition, other aggrieved employees and I were also required to attend mandatory orientation and were not compensated for time spent attending the orientation. Further, the Company also violated Labor Code §§ 201-203 by failing to pay other aggrieved employees and me all of the wages owed upon separation of employment due to the unpaid minimum, regular, and overtime wages.

2. The Company violated Labor Code § 226(a) by failing to provide accurate, itemized wage statements to me and other aggrieved employees. Specifically, as a result of the Company's failure to pay wages as set forth above, the Company issued inadequate wage statements to me and other aggrieved employees that listed the incorrect gross wages earned, net wages earned, total hours worked, and hours worked at each hourly rate.

The address for the Company is:

The June Group, LLC

9444 Waples Street, Suite 100

San Diego, CA 92121

DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

California Labor & Workforce Development Agency

June 24, 2020

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Please contact my attorneys, Larry W. Lee and Mai Tulyathan, at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,



Robert A. Jordan (Jun 25, 2020 10:52 PDT)

Robert Jordan

cc: The June Group, LLC dba QualStaff Resources (via certified mail, return receipt requested)

CHANRAKSMEY KAM

C/O DIVERSITY LAW GROUP
A PROFESSIONAL CORPORATION
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

June 24, 2020

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

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

Re: ChanraksmeY Kam v. The June Group, LLC dba QualStaff Resources and Daylight
Solutions, Inc.

To Whom It May Concern:

This correspondence shall constitute my written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against my former employer, The June Group, LLC, doing business as QualStaff Resources (the "Company"). Specifically, I allege as follows:

1. The Company failed to pay wages to me and other aggrieved employees in violation of the minimum, regular, and overtime wage requirements under Labor Code §§ 201-204, 510, 558, 1194, 1198, 1199, the California Minimum Wage Order, and the IWC Wage Orders. Specifically, other aggrieved employees and I were routinely required to undergo post-employment drug testing while at work, but were not paid wages for any time spent undergoing and taking said drug tests. In addition, other aggrieved employees and I were also required to attend mandatory orientation and were not compensated for time spent attending the orientation. Further, the Company also violated Labor Code §§ 201-203 by failing to pay other aggrieved employees and me all of the wages owed upon separation of employment due to the unpaid minimum, regular, and overtime wages.

2. The Company violated Labor Code § 226(a) by failing to provide accurate, itemized wage statements to me and other aggrieved employees. Specifically, as a result of the Company's failure to pay wages as set forth above, the Company issued inadequate wage statements to me and other aggrieved employees that listed the incorrect gross wages earned, net wages earned, total hours worked, and hours worked at each hourly rate.

The address for the Company is:

The June Group, LLC
9444 Waples Street, Suite 100
San Diego, CA 92121

DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

California Labor & Workforce Development Agency

June 24, 2020

Page 2

Please contact my attorneys, Larry W. Lee and Mai Tulyathan, at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,



Chanraksmeey Kam (Jun 25, 2020 13:45 PDT)

Chanraksmeey Kam

cc: The June Group, LLC dba QualStaff Resources (via certified mail, return receipt requested)

EXHIBIT B

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Robert Jordan and Chanraksmeey Kam (“Plaintiffs”) and Defendant The June Group LLC dba QualStaff Resources (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the PAGA lawsuit captioned *Robert Jordan and Chanraksmeey Kam v. The June Group, LLC* (37-2020-00030141-CU-OE-CTL) pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means Phoenix Settlement Administrators the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address and telephone number, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Diego.
- 1.9. “Defendant” means Defendant The June Group LLC dba QualStaff Resources.

- 1.10. “Defense Counsel” means Tim L. Johnson and Yousaf M. Jafri of the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.11. “Effective Date” means the date the Court grants approval of this Settlement.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$85,000.00 which is the maximum amount Defendant agrees to pay under the Settlement. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Service Awards, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of attributable PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Larry Lee, Mai Tulyathan, and Max Gavron of the law firm of Diversity Law Group, APC.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Notices” means Plaintiffs’ June 24, 2020 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Service Awards, and Administration Expenses Payment, which after these deduction is the

total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.

- 1.22. “PAGA Pay Period” means any pay period during which an Aggrieved Employee either: (i) attended an employment orientation session for Defendant from the start of the PAGA Period to January 1, 2021; and/or (ii) performed a drug screen for purposes of employment with a client for Defendant during the PAGA Period.
- 1.23. “PAGA Period” means the period from June 24, 2019 to November 19, 2023.
- 1.24. “Plaintiffs” means Robert Jordan and Chanraksmeey Kam.
- 1.25. “Plaintiffs’ Service Awards” or “Service Awards” means the amount to be paid to Plaintiffs, in addition to their Individual PAGA Payments, in recognition of their efforts and work in prosecuting the Action on behalf of Aggrieved Employees. Subject to the Court’s approval, Defendant agrees not to object to a request for a Service Award of up to Two Thousand Five Hundred Dollars (\$2,500.00) *each* to be paid to Plaintiffs from the Gross PAGA Settlement Amount. Any portion of the Service Awards not awarded to Plaintiffs shall be added to the Net Settlement Amount.
- 1.26. “Released PAGA Claims” means all claims for civil penalties under the PAGA for penalties based on violations of Labor Code §§ 201-204, 226(a), 510, 1194, 1198, 1199, the California Minimum Wage Order, and the IWC Wage Orders, arising out of the factual allegations, circumstances, and primary rights in the First Amended Complaint in the Action and PAGA notices, including the failure to pay all wages owed for time spent undergoing employment orientation session and/or drug testing as alleged, that accrued during the PAGA Period.
- 1.27. “Released Parties” means Defendant; and each of its former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity which could be jointly liable with Defendant.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On August 27, 2020, Plaintiffs Robert Jordan and Chanraksmeey Kam filed their class and PAGA complaint against Defendant in San Diego County Superior Court (Case No. 37-2020-00030141-CU-OE-CTL).
- 2.2. The Parties subsequently met and conferred regarding arbitrability based on arbitration agreements signed by Plaintiffs during their employment. After meet and confer discussions, on March 25, 2021, Plaintiffs filed an amended complaint to assert a single cause of action Violation of PAGA [Labor Code §§ 2698, *et seq.*], predicated on underlying violations of Labor Code §§ 201-204, 226(a), 510, 1194, 1198, 1199, the California Minimum Wage Order, and the IWC Wage Orders. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”) 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.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On December 15, 2021, the Parties participated in a mediation session with mediator Hon. Kevin Murphy (Ret.), but did not reach a settlement.
- 2.5. On September 26, 2022, Defendant filed a Motion to Compel Individual Arbitration, Dismiss Representative PAGA Claims, and Stay Proceedings in light of the United States Supreme Court’s decision in *Viking River Cruises, Inc. v. Moriana* (2022) 142 S.Ct. 1906. On March 14, 2023, the Court granted Defendant’s Motion to Compel Arbitration of Plaintiffs’ individual PAGA claims and stayed the non-individual representative PAGA claims pending Plaintiffs’ individual arbitration. Plaintiffs subsequently initiated arbitration (JAMS Ref. No. 5240000654; JAMS Ref. No. 5240000653).
- 2.6. The Parties subsequently engaged in informal, months-long negotiations to resolve this Action. The Parties exchanged informal discovery, including documents relating to Defendant’s policies, practices, and procedures regarding payment to non-exempt employees for hours worked, orientations, and drug screening, payroll and operations policies, data pertaining to the Aggrieved Employees during the PAGA Period, and more. Pursuant to these discussions and exchange of informal discovery, the Parties reached a settlement in this Action.

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

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$85,000 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Service Awards, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and is non-reversionary, meaning that none of the Gross PAGA Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1 To PAGA Counsel: Defendant will not oppose PAGA Counsel's request for court approval of PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$28,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$10,000.00. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$13,995.00 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 \$13,995.00, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the Plaintiffs: Defendant agrees not to oppose any application or request for up to Two Thousand Five Hundred Dollars (\$2,500.00) each to be paid to Plaintiffs as the Service Awards, in recognition of Plaintiffs' service as the representatives in the Action. The Service Awards, which shall be paid from the Gross PAGA Settlement Amount, shall be in addition to the Plaintiffs' Individual PAGA Payments paid pursuant to the Settlement. The Administrator shall issue an IRS Form 1099 for the Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Paragraph and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. Any reduction in the amount of the Service Awards by the Court shall become part of the PAGA Payment.

3.2.4 To the LWDA and Aggrieved Employees: Should the Court approve the amounts above in full, the PAGA Payment is estimated to be \$27,671.67 and shall be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$20,753.75) allocated to the LWDA PAGA Payment and 25% (no less than \$6,917.92) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Pay Periods attributed to all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's attributable PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Individual PAGA Payment to each Aggrieved Employee shall be allocated 100 percent (100%) as penalties paid via IRS Form 1099 issued to each Aggrieved Employee.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents that there are 3,601 Aggrieved Employees who worked no more than 4,809 PAGA Pay Periods as of November 19, 2023. The Gross PAGA Settlement Amount was calculated with, and is premised on, Defendant's representation that there are no more than 4,809 PAGA Pay Periods during the PAGA Period. If the number of PAGA Pay Periods exceeds 4,809 at the time of approval, the Gross PAGA Settlement Amount shall increase pro rata at the pay period value of \$20.79 per pay period for any additional pay periods over 4,809.

4.2. Aggrieved Employee Data. Within fourteen (14) days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Aggrieved

Employee Data shall not be shared with either Plaintiffs or PAGA Counsel unless expressly approved by Defendant and Defense Counsel, or if an Aggrieved Employee requests that their personal data be shared with PAGA Counsel. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) days after the Effective Date. Nothing in this Agreement prevents Defendant from transmitting the Gross PAGA Settlement Amount payment sooner than the Effective Date to the Administrator. In the event Defendant elects to transmit the funds *prior* to the Effective Date, the Parties agree the Administrator shall hold the funds in escrow until after the Effective Date. If, for any reason, the Court does not approve this Settlement, Defendant shall notify the Administrator to release and transmit the funds back to Defendant.
- 4.4. Payments from the Gross PAGA Settlement Amount. If Defendant funds the Gross PAGA Settlement Amount *after* the Effective Date, within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator shall disburse all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' Service Awards, the Administration Expenses Payment, the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Should Defendant elect to fund the Gross PAGA Settlement Amount *prior* to the Effective Date, subject to paragraph 4.3, the Administrator shall hold the funds in escrow until after the Effective Date and disburse all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' Service Awards, the Administration Expenses Payment, the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, ten (10) days after the Effective Date.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, using the most current mailing address identified. The face of each

check shall prominently state the void date, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator shall conduct reasonable verification measures relating to the addresses and update any addresses where necessary before the mailing. All Individual PAGA Payments shall be accompanied with a Notice of Settlement.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the following *cy pres* beneficiary: Legal Aid At Work.

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

5. RELEASE OF PAGA CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, and subject to the Court's approval of the Settlement, Plaintiffs, as proxies for the State of California and LWDA, and all Aggrieved Employees will be deemed to have fully and finally released the Released PAGA Claims against all Released Parties. The Released PAGA Claims expressly excludes other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California non-PAGA class claims, and PAGA claims outside of the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and file all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)).
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. The Parties further understand and agree that if an action is brought to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to their/its reasonable attorneys' fees and costs.

9. ADDITIONAL PROVISIONS.

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

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

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

9.4. Cooperation. The Parties and their counsel will cooperate with each other and use their

best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court.

- 9.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.6. No Tax Advice. Neither Plaintiff, PAGA 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.
- 9.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest, and approved by the Court.
- 9.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Diego.
- 9.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11. Confidentiality. Other than information necessary to secure Court approval of this settlement (including the filing of this Settlement), the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled,” or words to that effect. Except as set forth above, neither Plaintiffs nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

- 9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, PAGA Counsel shall destroy all copies of Aggrieved Employee Data received from Defendant.
- 9.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Larry W. Lee
 lwlee@diversitylaw.com
 Mai Tulyathan
 ktulyathan@diversitylaw.com
 Diversity Law Group, APC
 515 S. Figueroa Street, Suite 1250
 Los Angeles, CA 90071
 Phone: (213) 488-6555
 Facsimile: (213) 488-6554

To Defendant: Tim L. Johson
 tim.johnson@ogletree.com
 Yousaf Jafri
 yousaf.jafri@ogletree.com

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900

San Diego, CA 92122
Phone: (858) 652-3100
Facsimile: (858) 652-3101

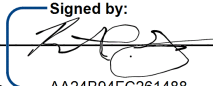
- 9.16. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts including by DocuSign, facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties to the Settlement Agreement shall exchange among themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 9.17. Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 9.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement including filing for approval of the Settlement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement.

[signatures on following page]

EXECUTION BY PARTIES

Dated: 12/10/24

Plaintiff Robert Jordan

Signed by:

AA24B94FC261488...

Dated: _____

Plaintiff Chanraksmeey Kam

Dated: _____

[name]

For Defendant The June Group dba QualStaff Resources

EXECUTION BY COUNSEL, AS TO FORM ONLY:

Dated: _____

Larry Lee
Mai Tulyathan
Diversity Law Group, APC
Attorney for Plaintiffs

Dated: _____

Tim L. Johnson
Yousaf M. Jafri
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendant

EXECUTION BY PARTIES

Dated: _____

Plaintiff Robert Jordan

Dated: 12/11/2024

DocuSigned by:

92E4405D265E4C8...

Plaintiff Chanraksmei Kam

Dated: _____

_____[name]

For Defendant The June Group dba QualStaff Resources

EXECUTION BY COUNSEL, AS TO FORM ONLY:

Dated: 12/11/24



Larry Lee
Mai Tulyathan
Diversity Law Group, APC
Attorney for Plaintiffs

Dated: _____

Tim L. Johnson
Yousaf M. Jafri
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendant

EXECUTION BY PARTIES

Dated: _____

Plaintiff Robert Jordan

Dated: _____

Plaintiff Chanraksmei Kam

Dated: 14-Dec-2024

DocuSigned by:

01904A4DE2A34CD...
Scott Silver-Hill [name]

For Defendant The June Group dba QualStaff Resources

EXECUTION BY COUNSEL, AS TO FORM ONLY:

Dated: _____

Larry Lee
Mai Tulyathan
Diversity Law Group, APC
Attorney for Plaintiffs

Dated: March 26, 2025

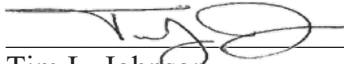

Tim L. Johnson
Yousaf M. Jafri
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendant

EXHIBIT C



CASE ASSUMPTIONS

Aggrieved Members	3601
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	3601
Subtotal Admin Only	\$13,995.00

Not-to-Exceed Total \$13,995.00

For 3601 Aggrieved Members

Pricing Good for Scope of Estimate Only

August 27, 2024

Case: Kam v. The June Group PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949-566-1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 3601 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$79.83	1	\$79.83
Call Center & Long Distance	\$2.00	360	\$720.20
NCOA (USPS)	\$200.00	1	\$200.00
Total			\$1,500.03

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.15	3,601	\$540.15
Notice and Check Packet	\$0.95	3,601	\$3,420.95
Estimated Postage (up to 1 oz.)*	\$0.76	3,601	\$2,736.76
Total			\$6,947.86

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$1.50	360	\$540.15
Remail Notice Packets	\$1.50	360	\$540.15
Estimated Postage	\$0.56	360	\$201.66
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$1,531.96

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Case Manager	\$85.00	2	\$170.00
Total			\$370.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Total			\$1,290.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	360	\$540.15
Reconcile Uncashed Checks	\$75.00	4	\$300.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$95.00	2	\$190.00
Final Reporting & Declarations	\$125.00	2	\$250.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$450.00	1	\$450.00
Total			\$2,355.15

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$13,995.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT D

Jordan and Kam v. The June Group, LLC
Mai Tulyathan Time and Task Chart

Hours	Description of Work
6.5	Factual investigation, review of file and client documents, draft PAGA letters
0.3	Conduct research re: defendant entities
5.7	Draft complaint; further review and revise complaint
0.2	Review peremptory challenge
0.1	Review notice of reassignment and CMC
1.7	Review correspondence from Defendant, review arbitration agreements, conduct legal research re same, confer with clients re same
3.0	Draft stipulation re: filing of First Amended Complaint and draft First Amended Complaint; review and revise same
0.5	Meet and confer with Defendant re: arbitrability and filing of First Amended Complaint
5.4	Meet and confer with opposing counsel for various case management conferences, draft, review and revise CMC statements and joint statements
3.0	Prepare for and attend various CMCs
3.5	Draft written discovery, set one, including Requests for Production and Special Interrogatories
0.3	Meet and confer with Defendant re: discovery extensions
6.3	Review and analyze Defendant's objections and responses to discovery; review document production
2.9	Draft discovery meet and confer correspondence to Defendant re: set one
4.8	Draft stipulated protective order; meet and confer with Defendant re same; review and revise re same
3.0	Draft Belaire notice; meet and confer with Defendant re same
0.4	Meet and confer with Defendant re: settlement and mediation
5.8	Draft and prepare informal data/discovery request; run exposure analysis
1.8	Draft stipulation to continue trial; meet and confer with Defendant re same; review court order
6.4	Draft mediation brief

Hours	Description of Work
7.5	Prepare for and attend mediation
1.2	Meet and confer with Defendant re: resumption of discovery and supplemental discovery responses
1.5	Meet and confer re: Viking River and stay; review Defendant's correspondence
0.8	Review and revise stipulation to continue trial; review court order
7.3	Review and analyze Defendant's motion to stay; draft opposition thereto; conduct legal research re same; review and revise same; review Defendant's reply
2.7	Review and analyze Defendant's motion to compel arbitration and supporting documents
6.6	Draft Plaintiff's opposition to Defendant's motion to compel arbitration, conduct legal research, review and revise same
0.3	Draft notice of new authority in support of Plaintiff's opposition to Defendant's motion to compel arbitration
4.2	Review and analyze court's tentative ruling on Defendant's motion to compel arbitration; prepare for and attend hearing
0.6	Review and revise stipulation to vacate trial and related dates
7.0	Review Defendant's supplemental brief on arbitrability; draft response to supplemental brief iso Plaintiff's opposition to Defendant's motion to compel arbitration; conduct legal research re same
0.1	Review notice of ruling
3.4	Draft demands for arbitration (Jordan and Kam)
0.7	Research arbitrators; prepare strike and rank lists
2.0	Meet and confer with Defendant re: initial arbitration management conferences (Jordan and Kam)
1.5	Attend initial arbitration management conferences
5.8	Draft JAMS Initial Disclosures; confer with client re same
4.0	Draft Joint Discovery Plan (arbitration); telephonic meet and confer with Defendant regarding discovery plan; further review and revise same
2.0	Draft written discovery in arbitration

Hours	Description of Work
7.8	Meet and confer re: settlement and liability; review informal data and documents from Defendant re: policies and practices; further settlement discussions
11.4	Draft, review and revise long-form settlement agreement and documents; confer with opposing counsel regarding terms therein
2.4	Review terms of settlement agreement with clients
1.0	Confer with settlement administrator regarding administration and admin expenses
14.2	Draft motion for approval of settlement, proposed order, and supporting documents; confer with Defendant re: motion; further revise same
157.6	TOTAL HOURS

EXHIBIT E



INVOICE

Diversity Law Group

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

Invoice # 10067
Invoice Date 03/26/2025
Terms Upon Receipt
Due Date 03/26/2025
PO #

Invoice Total: 3579.04
Payment Applied: 0.00
Total Due: 3579.04

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	-0.00	0.00	0.00
Billed Time		0.00	-0.00	0.00	0.00
Expenses		3579.04	-0.00	0.00	3579.04
		\$3,579.04	\$0.00	\$0.00	\$3,579.04

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Kam, Chanraksmeay/Jordan, Robert v. The June Group, LLC - PAGA	0.00	0.00	3579.04	-0.00	0.00	3579.04
	\$0.00	\$0.00	\$3,579.04	\$0.00	\$0.00	\$3,579.04

Subtotal: \$3,579.04
Discount: -\$0.00
Subtotal after Discount: \$3,579.04
Taxable Subtotal: \$3,579.04
Tax: \$0.00
Total: \$3,579.04
Payment Applied: \$0.00
Total Due: \$3,579.04

Notes



INVOICE

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

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Invoice Date	03/26/2025
Terms	Upon Receipt
Due Date	03/26/2025
PO #	

Terms & Conditions

Diversity Law Group

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

Invoice #

10067

Invoice Date

03/26/2025

Terms

Upon Receipt

Due Date

03/26/2025

PO #

Summary- Kam, Chanraksmey/Jordan, Robert v. The June Group, LLC - PAGA (11055.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		3579.04

Subtotal:

\$3,579.04

Discount:

-\$0.00

Subtotal after Discount:

\$3,579.04

Taxable Subtotal:

\$3,579.04

Tax:

\$0.00

Total:

\$3,579.04

Details - Kam, Chanraksmey/Jordan, Robert v. The June Group, LLC - PAGA (11055.001)

Expenses

Category	Date	Expense Code	Description	Amount (\$)
	06/29/2020	E112 Court fees	LWDALWDA	75.00
	06/30/2020	Photocopies	PhotocopiesPhotocopies	1.25
	06/30/2020	E108 Postage	PostagePostage	14.30
	05/20/2020	E124 Other expenses	ValidationsValidations	77.00
	09/09/2020	E112 Court fees	OneLegalOneLegal	9.95
	08/28/2020	E112 Court fees	OneLegalOneLegal	1492.31
	09/09/2020	E112 Court fees	OneLegalOneLegal	9.95
	09/17/2020	E112 Court fees	OneLegal - 170.6OneLegal - 170.6	9.95
	09/17/2020	E112 Court fees	POS of SummonsPOS of Summons	9.95
	09/21/2020	E112 Court fees	OneLegal - NoticeOneLegal - Notice	9.95
	09/09/2020	Attorney Service	Attorney Service - Complaint Service	69.49
	09/30/2020	Photocopies	PhotocopiesPhotocopies	2.25
	09/30/2020	E108 Postage	PostagePostage	0.65
	03/25/2021	E112 Court fees	OneLegal - CMSOneLegal - CMS	16.47
	03/26/2021	E112 Court fees	OneLegal - FACOneLegal - FAC	16.47

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Invoice #

10067

Invoice Date

03/26/2025

Terms

Upon Receipt

Due Date

03/26/2025

PO #

Category	Date	Expense Code	Description	Amount (\$)
	03/16/2022	E112 Court fees	OneLegal - Form	12.87
	06/07/2022	E112 Court fees	OneLegal - OppositionOneLegal - Opposition	12.87
	06/06/2022	E107 Delivery services/messenger	Federal ExpressFederal Express	35.40
	02/16/2023	E112 Court fees	OneLegal - CMSOneLegal - CMS	18.48
	02/17/2023	E112 Court fees	OneLegal - RJNOneLegal - RJN	19.51
	02/21/2023	E112 Court fees	OneLegal - OppoOneLegal - Oppo	19.51
	03/11/2023	E112 Court fees	OneLegal - NoticeOneLegal - Notice	23.63
	03/14/2023	E112 Court fees	OneLegal - ResponseOneLegal - Response	21.57
	05/31/2023	E108 Postage	PostagePostage	4.44
	08/31/2023	E112 Court fees	OneLegal - Joint Status ReportOneLegal - Joint Status Report	18.48
	05/30/2023	E121 Arbitrators/mediators	JAMS - Demand for Arbitration (Kam)	409.26
	05/30/2023	E121 Arbitrators/mediators	JAMS - Demand for Arbitration (Jordan)	409.26
	02/22/2024	E112 Court fees	OneLegal - Joint Status ReportOneLegal - Joint Status Report	15.39
	02/22/2024	E112 Court fees	OneLegal - eservice chargeOneLegal - eservice charge	6.00
	08/16/2024	E112 Court fees	Odyssey - Joint Status ReportOdyssey - Joint Status Report	3.50
	09/04/2024	E112 Court fees	Odyssey - Notice of CMCOdyssey - Notice of CMC	3.50
	08/21/2024	Attorney Service	Attorney Service - Letter to Robert Jordan	172.81
	11/21/2024	E112 Court fees	Odyssey - Joint Status ReportOdyssey - Joint Status Report	3.50
	04/09/2021	E112 Court fees	CourtcallCourtcall	94.00
	06/13/2022	E112 Court fees	OneLegal - Notice of Remote Appearance	21.10
	03/06/2023	E112 Court fees	OneLegal - Notice of Remote Appearance	19.51
	09/14/2023	E112 Court fees	OneLegal - Notice of Remote Appearance	19.51
	08/28/2024	E112 Court fees	Post-Approval & Approval FilingsPost-Approval & Approval Filings	400.00
Subtotal:				\$3,579.04
Total:				\$3,579.04

EXHIBIT F