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individually, and on behalf of all other similarly
situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

GLORIA RAMOS, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

TAGTIME, INC., a California corporation,
and DOES 1-50, inclusive,

Defendant.

Case No.: 21STCP00903

Assigned for all purposes to:
Hon. William F. Highberger
Dept. 10

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: February 21, 2023
Time: 11:00 AM
Dept.: 10

Action Filed: March 19, 2021
Trial Date: None

1 **DECLARATION OF ARMOND M. JACKSON**

2 I, Armond M. Jackson, declare as follows:

3 1. I am the owner and managing attorney of the law firm Jackson Law, APC, attorneys of
4 record for Plaintiff Gloria Ramos (“Plaintiff” or “Plaintiff Ramos”) in this Action. I am admitted
5 to practice before all courts of the State of California. I make this Declaration upon my personal
6 knowledge and, if called as a witness, I could and would competently testify hereto.

7 2. I submit this Declaration in support of Plaintiff’s Motion for Preliminary Approval of
8 Class Action Settlement served herewith. I have been involved in all aspects of this Action since
9 before the filing of the original Complaint on March 19, 2021 and through mediation and preparation
10 of the settlement of this Action, and have personal knowledge of the following facts.

11 **SUMMARY OF THE LITIGATION**

12 3. Defendant Tagtime, Inc., (“Defendant”) is a business that produces different types of
13 labels. Defendant has distribution facilities in Los Angeles, California, across the United States and
14 China and Vietnam. Plaintiff Gloria Ramos worked for Defendant during the class period.

15 4. On March 19, 2021, I filed a Class Action Complaint in the Los Angeles County Superior
16 Court alleging violations of the California Labor Code and applicable wage orders for the following
17 claims: (1) failure to pay overtime wages; (2) claim for failure to pay timely wages; (3) claim for
18 failure to unlawfully receive wages; (4) failure to provide meal periods; (5) failure to provide rest
19 breaks; (6) failure to provide and maintain accurate itemized wage statements; (7) failure to pay
20 timely wages upon termination; (8) unlawful business practices under Business and Professions
21 Code section 17200 et. seq.; and (9) violation of the California Private Attorneys General Act.

22 5. Thereafter, Plaintiff served the Complaint on Defendant. The parties then engaged in
23 discovery and agreed to engage in mediation to make an attempt at resolving these pending claims.

24 6. The parties agreed Defendant would produce a set of the time cards and wage statements
25 for 31 out of the approximate 62 class members as a statistically significant sampling size for
26 analysis, including Plaintiff Ramos. Prior to the mediation and for purposes of the Settlement,
27 Plaintiff engaged in an analysis of the time cards and wage statements.

28 7. Plaintiff alleges that Defendant failed to provide compliant meal periods by staffing

1 employees too thinly in light of the work demands to allow them to take meal periods on time and
2 for at least 30 minutes.

3 8. Plaintiff alleges that Defendant failed to permit and authorize rest breaks for the same
4 reason they could not take their meal periods.

5 9. Plaintiff alleges that Defendant's practices of having employees perform work during
6 unpaid meal breaks effectively forced Class Members to work off-the-clock in order to complete all
7 of their assigned daily duties, which resulted in unpaid hours worked that also should have been
8 paid at the overtime rate of pay.

9 10. Plaintiff alleges that Defendant failed to provide complete and accurate itemized wage
10 statements in compliance with Labor Code section 226(a) by issuing wage statements to Plaintiff
11 and Class Members that failed to reflect the correct total number of hours worked and therefore, the
12 correct wages earned, on every wage statement.

13 11. After litigating this case for some time, the parties agreed to mediate and scheduled
14 mediation for January 13, 2022. Prior to the mediation, Defendant provided me with Plaintiff's
15 personnel file, Defendant's Employee Handbook, the total number of Class Members, including
16 those formerly employed during the class period, and the total number of workweeks during the
17 class period. I thoroughly reviewed the foregoing documents prior to mediation. Through
18 evaluation, It was determined there are approximately 9880 total workweeks.

19 12. On January 13, 2022, the parties participated in a full day of mediation with mediator
20 Marc Feder, Esq., an experienced mediator of wage and hour class actions. Mediator Feder helped
21 to manage the parties' expectations and provided a useful, neutral analysis of the issues and risks to
22 both sides. After the mediation, the Parties jointly drafted and executed the Stipulation. A true and
23 correct copy of the fully executed Stipulation of Class Action and PAGA Settlement (hereinafter
24 "Stipulation" or "Settlement") is attached hereto as **Exhibit A**. At all times, the Parties' negotiations
25 were adversarial and non-collusive, and the Stipulation thus constitutes a fair, adequate, and
26 reasonable compromise of the claims at issue.

27 ///

28 ///

1 **PLAINTIFF’S COUNSEL CONDUCTED A THOROUGH INVESTIGATION OF**
2 **THE FACTUAL AND LEGAL ISSUES AND WERE THUS ABLE TO OBJECTIVELY**
3 **ASSESS THE SETTLEMENT’S REASONABLENESS**

4 13. By engaging in a thorough investigation and evaluation of Plaintiff’s claims, I can opine
5 that the Settlement, for the consideration and on the terms set forth in the Stipulation, is fair,
6 reasonable, an adequate, and is in the best interests of the Class Members in light of all known facts
7 and circumstances, including the risk of significant delay and uncertainty associated with litigation,
8 various defenses asserted by Defendant.

9 14. Prior to the outset of the litigation, Plaintiff provided me with detailed accounts of his
10 experience working for Defendant and the circumstances that gave rise to the alleged Labor Code
11 violations. In addition to informing my initial evaluation of the lawsuit, the information that Plaintiff
12 and other employees provided through my interviews with them also influenced my discovery
13 efforts.

14 15. Plaintiff’s request for discovery led to the production and analysis of considerable
15 information relied upon for the Settlement, including a statistically significant sampling of
16 thousands of excel cells of timekeeping and payroll records, and policies and practices directly
17 pertaining to the alleged Labor Code violations at issue, as well as Defendant’s written policies
18 provided in its Employee Handbook, and reviewed the data and documents produced by. From this
19 analysis, I was able to analyze Labor Code issues, theories and alleged violations that would have
20 provided direct evidence for use at trial in a class and PAGA action. I and the expert analyzed the
21 timekeeping and payroll data, in order to assess, *inter alia*, the incidence of meal and rest period
22 violations, and premiums paid for said violations, the overtime rates paid to Class Members, the
23 amount of underpaid wages, the accuracy of the wage statements, and the amount of waiting time
24 penalties under Cal. Labor Code § 203.

25 16. I interviewed Plaintiff who provided accounts of their own experience, which enabled
26 me to understand the theories explaining the respective frequencies of the alleged violations borne
27 out in the data and records produced and to learn more about the day-to-day circumstances giving
28 rise to the alleged violations. Overall, I performed a searching investigation into the claims at issue,

1 which included: (1) determining Plaintiff's suitability as a class representative through interviews,
2 background investigations, and analyses of his employment files and related records; (2) researching
3 similar wage and hour class actions as to the claims brought, the nature of the positions, and the type
4 of employer; (3) analyzing employee time and wage records; (4) analyzing Defendant's labor
5 policies and practices; (5) researching settlements in similar cases; (6) researching Plaintiff's novel
6 theories of liability; (7) evaluating Plaintiff's claims and estimating Defendant's liability for
7 purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

8 **THE PARTIES SETTLED AT THE CONCLUSION OF MEDIATION**

9 17. On January 13, 2022, the parties participated in a mediation with mediator Marc Feder,
10 Esq., who helped manage the parties' expectations and provided a useful, neutral analysis of the
11 issues and risks to both sides. At all times, the Parties' negotiations were adversarial and non-
12 collusive. After a full day of mediation, the Parties reached a settlement in principal and executed
13 a detailed long form Settlement.

14 **QUALIFICATIONS AND EXPERIENCE**

15 18. I have been a California licensed attorney since November 2011. I began my career
16 in law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
17 Resolution Corporation ("PLDRC") handling employment related litigation matters. While clerking
18 for PLDRC I analyzed and organized discovery documents and researched employment litigation
19 issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I worked as an
20 associate attorney at Pedersen McQueen between March 2013 through January 2017 almost
21 exclusively engaging in employment matters representing employees. I have litigated several wage
22 and hour case to trial and currently litigating or have litigated cases valued in the six and seven
23 figure dollar range, including representative actions. I had primary responsibility for approximately
24 20 litigation matters on average throughout my employment at PLDRC and Pedersen McQueen and
25 Pedersen Law. I regularly practice in state court and sometimes federal court. As an associate, my
26 responsibilities included carrying primary case responsibility which includes tasks like taking
27 depositions, conducting damages analysis, analyzing discovery documents, conducting client
28 intake, developing discovery and litigation strategies, participating in mediations and arbitrations,

engaging in settlement negotiations, trial preparation and trial work, as well as other responsibilities that commonly coincide with managing cases from start to finish.

19. I have been a member of local bar associations, including the Orange County Bar Association, as well as the State Bar of California and American Bar Association and served in a number of leadership roles at all levels. Most notably, I served as a Committee Member of the Orange County Bar Association Young Lawyers' Education Committee and Social Committee.

20. In January 2017, I officially started my own practice Jackson Law, APC. Throughout my career, I have currently litigated over approximately 50 Private Attorney General Act cases and/or class action cases to resolution by way of settlement or trial. Over the course of my career, I have litigated above 100 employment cases, including wage and hour representative actions to resolution by way of settlement, default or trial.

21. Below is a non-exhaustive list of prior wage and hour representative actions on which I have served as lead or co-counsel.

1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court, Case No. 37-2017-00003415-CU-OE-CTL

3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-WT-CLT

4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case No. 30-2017-00899277-CU-OE-CXC

5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior Court, Case No. BC697241

6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court, Case No. CIVDS1610431

7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court, Case No. 30-2017-00899290-CU-OE-CXC

8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case No. 30-2016-00895669-CU-OE-CXC

- 1 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
2 BC609306
- 3 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
4 Superior Court, Case No. BC691018
- 5 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court, Case
6 No. BC715217
- 7 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No. 30-
8 2016-00854699-CU-OE-CXC
- 9 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
10 Case No. 30-2018-00989673-CU-OE-CXC
- 11 14. *Abarca v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case No.
12 30-2016-00840385-CU-OE-CJC
- 13 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
14 Case No. 30-2018-00978231-CU-WT-CJC
- 15 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court, Case
16 No. 30-2017-00900653-CU-OE-CJC
- 17 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
18 Case No. BC635918
- 19 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
20 Court, Case No. BC674131
- 21 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court, Case
22 No. 30-2016-00840321-CU-OE-CJC
- 23 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
24 BC617880
- 25 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case No.
26 30-2016-00840386-CU-OE-CJC
- 27 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-2
28 015-00795449-CU-OE-CJC

- 1 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
2 Case No. 30-2018-00979111-CU-OE-CXC
- 3 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
4 30-2017-00900648-CU-OE-CXC
- 5 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
6 8:19-cv-00564
- 7 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior Court,
8 Case No. 30-2017-00926015-CU-OE-CXC
- 9 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
10 Case No. 30-2016-00877489-CU-OE-CXC
- 11 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
12 Case No. 30-2018-00978815-CU-OE-CXC
- 13 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
14 BC653817
- 15 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County Superior
16 Court, Case No. 30-2018-00981362-CU-WT-CXC
- 17 31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
18 Case No. 30-2017-00904202-CU-OE-CXC
- 19 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
20 Case No. 30-2018-00966582-CU-WT-CXC
- 21 33. *Ajin v. Lymi, Inc, Los Angeles County Superior Court*, Case No. BC696168
- 22 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
23 Case No. BC710735
- 24 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
25 Case No. 30-2015-00795457-CU-OE-CJC
- 26 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
27 Case No. BC710736
- 28 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,

Case No. 30-2018-00981299-CU-OE-CXC

38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court, Case No. BC722778

39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No. 30-2018-00982745-CU-OE-CXC

40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court, Case No. 8:18-cv-02249-AG (ADSx)

41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court, Case No. 30-2018-00971152-CU-WT-CJC

42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California, Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-OE-CJC

44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court, Case No. BC646999

**THE SETTLEMENT IS REASONABLE IN LIGHT OF THE RISKS, EXPENSE,
AND DELAY OF CONTINUED LITIGATION AND DEFENDANT'S DEFENSES**

22. Based on the information and evidence provided by Defendant in discovery, the analysis of the time cards and wage statements, and my own independent investigation, I determined an appropriate range of recovery for settlement purposes by offsetting Defendant's maximum theoretical exposure by: (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing a motion for class certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive motions that Defendant will bring before trial (e.g., motion to strike class and representative allegations, motion to decertify a class action, and/or motions for summary judgment) which may eliminate all or some of Plaintiff's claims, or bar evidence necessary to prove such claims; (v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find

Defendant did not willfully refuse to pay discharged or terminated employees (i.e. a good faith failure) under Cal. Lab. Code section 203; (vii) the chances a Court may find Defendant did not willfully and intentionally refuse to comply (i.e, a good faith failure) with the wage statement requirements under Cal. Labor Code section 226(e); (viii) the chances of the Court exercising its discretion to reduce PAGA penalties (*see* Cal. Lab. Code section 2699(e); (ix) the delay in payment to class members due to years of protracted litigation in certifying a class, obtaining a favorable verdict at trial, upholding that verdict on appeal, and administering class notice and payments to the class at that later stage instead of now; (x) the chances of a favorable verdict being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment (collectively, the “Discount Factors”). Based on the preceding and considering the aggregate value of the claims in light of the Discount Factors, I valued the claims for settlement purposes at between **\$0** and **\$785,850**.

23. The evaluation determined there to be approximately 9,880 workweeks. Based upon the evaluation, the following is a table of potential damages:

Claim	Highest Theoretical Damage Exposure	Reasonable Range of Damages and Penalties	
Failure to Provide Meal Breaks	\$534,800 (damages) and \$74,400 (civil penalties) for a total of \$609,200	\$0	\$267,400 (damages) and \$37,200 (civil penalties) for a total of \$304,600
Failure to Provide Rest Breaks	\$534,800 (damages) and \$74,400 (civil penalties) for a total of \$609,200	\$0	\$133,700 (damages) and \$18,600 (civil penalties) for a total of \$152,300
Failure to Pay Overtime Wages	\$ 401,100 (damages) and \$74,400 (civil penalties) for a total of \$475,500	\$0	\$200,550 (damages) and \$37,200 (civil penalties) for a total of \$237,750
Failure to Provide Accurate Wage Statements	\$74,400	\$0	\$37,200
Waiting Time Penalties	\$108,000	\$0	\$54,000

1 **Total Damages (excluding**
2 **attorneys' fees and interest):**

\$1,876,300

\$0

\$785,850

3 **Meal and Rest Periods**

4 24. Plaintiff alleges that Defendant understaffed shifts and scheduled meal periods such that
5 employees did not take their meal periods within the first five hours of a shift, were less than thirty
6 minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff alleges
7 employees were not authorized to take rest periods due to understaffing.

8 25. Although Defendant's time records may create a rebuttable presumption that it did not
9 provide meal periods on those occasions, in compliance with California law, *see, e.g., Donahue v.*
10 *AMN Services, LLC* (2021) 11 Cal.5th 58, the claims are likely overwhelmed by individual inquiries,
11 and substantial other evidence either rebuts the presumption or minimizes the potential value of the
12 claims.

13 26. First, Defendant maintains an Employee Handbook, which sets forth meal and rest
14 period policies consistent with California law. To the extent Plaintiff may allege he felt pressured
15 by his duties or schedule, Defendant will argue this is not evidence that Defendant did not authorize
16 or provide Plaintiff his meal and rest periods.

17 27. Second, analysis of the time and payroll data for all Warehouse workers only reveals
18 meal period violations and in only fifty percent of the shifts greater than 5 hours. Furthermore, since
19 employees are not required in California to record their rest periods times, it would be difficult to
20 show rest break violations.

21 28. Third, the analysis revealed evidence of 38,200 potential meal break violations
22 Furthermore, in opposition to any motion for class certification, it is anticipated that Defendant will
23 present declarations from dozens of employees attesting to Defendant's lawful meal and rest period
24 policies and practices, and how employees personally chose to skip, delay or shorten breaks on their
25 own without any influence from Defendant

26 29. Therefore, based on the foregoing and the "Discounted Factors" described above, these
27 claims should be discounted. After taking into account the foregoing considerations and the
28 Discount Factors, I have assessed the combined value of the meal and rest period claims, inclusive

1 of civil penalties, at between \$0 and \$456,900.

2 30. More specifically, the high end of the realistic range for the meal period claim accounts
3 for all the Discount Factors to consider the best scenario of a trier of fact finding for liability and
4 damages as half of the 50% violation rate. The calculation is as follows: 38,200 meal break
5 violations multiplied by the average final rate of pay of \$14 per hour = \$534,800) and \$100 in civil
6 penalties under PAGA for half of the eligible pay periods during the PAGA period (i.e.
7 approximately 744 pay periods since March 19, 2019 = 744 multiplied times \$100 = \$74,400.00)
8 for a total of \$609,200. However, a 50% discount factor renders the realistic case scenario for the
9 meal period claim at \$304,600, inclusive of PAGA penalties..

10 31. For the rest periods, the risk to Plaintiff is greater due to the additional consideration of
11 a lack of rest period recordkeeping requirement. Therefore, I estimate the best case scenario at one
12 quarter of a 50% violation rate found in the meal period records. The calculation is as follows:
13 38,200 meal break violations multiplied by the average final rate of pay of \$14 per hour = \$534,800)
14 and \$100 in civil penalties under PAGA for half of the eligible pay periods during the PAGA period
15 (i.e. approximately 744 pay periods since March 19, 2019 = 744 multiplied times \$100 =
16 \$74,400.00) for a total of \$609,200. However, a 75% discount factor renders the realistic case
17 scenario for the meal period claim at \$152,300, inclusive of PAGA penalties..

18 **Overtime Claim**

19 32. Based on Plaintiff's experiences and discussion with other Warehouse workers, Plaintiff
20 alleges that the lack of sufficient staffing and relief coverage effectively forced Class Members to
21 work off-the-clock during meal breaks.

22 33. In this case, common proof of unpaid overtime wages for "off-the-clock" work will be
23 especially difficult to present to the court at the motion for class certification stage, for purposes of
24 commonality and superiority (i.e. a manageable trial plan), as well as to demonstrate at trial for
25 purposes of finding class-wide liability and damages. As with the preceding claims, I had to
26 discount the value of the minimum wage and overtime claim to account for the risks of continued
27 litigation and Defendant's affirmative defenses.

28 34. For example, Defendant will simply argue: (i) that Plaintiff will not be able to present

1 any evidence of a company-wide, uniform policy requiring employees to work off-the-clock and (ii)
2 it cannot be held liable because it did not know employees were actually performing work off-the-
3 clock.

4 35. Furthermore, although employees are permitted to arrive early at the job site, Defendant
5 will argue that its policies align with those in the *See's Candy Shops, Inc.* matter in that employees
6 were expressly prohibited from working, when on premises before and after their scheduled shift,
7 but allowed to pursue personal activities. [See, e.g. *See's Candy Shops, Inc. v. Superior Court*
8 (2012) 210 Cal.App.4th 889, 907 (Court found employees were not subject to control of employer
9 for time spent on employer's premises prior to the start of a shift, even when clocked in, because
10 employer prohibited employees from performing any work before scheduled start time and
11 employees were free to pursue any personal activities during that time before a shift.)].

12 36. Analysis of the 31-employee sample of time cards and wage statements, and
13 extrapolation to all class members, revealed that, in the aggregate, Defendant potentially underpaid
14 workers by 19,100 hours equating to \$401,100 (30 minutes * 38,200/60 minutes* \$21 overtime
15 hourly rate). PAGA civil penalties could theoretically be as high as \$74,400.00 (\$100 civil penalty
16 x 744 eligible pay periods.

17 37. However, based on certain Discount Factors (i.e. lack of common evidence such as
18 express policies and customer deadlines), the lack of documentary evidence, and Defendant's ability
19 to garner numerous declarations in support of its defense to this claim creates uncertainty. I estimate
20 that a more realistic high end of exposure discounts the top end by at least 50% of the highest
21 theoretical amount, leaving a more realistic range of recovery between \$0 and \$237,750, inclusive
22 of PAGA penalties.

23 **Wage Statement Claim**

24 38. Plaintiff alleges that Defendant failed to provide Plaintiff with timely and accurate wage
25 statements as a derivative claim of the foregoing allegations for failure to provide breaks, pay for
26 all hours worked, and improper overtime premium pay. Plaintiff also alleges Labor Code section
27 226 damages. This claim will likely fail at the class certification stage and/or at trial.

28 39. Defendant provided wage statements with the itemized information, as required under

1 Cal. Lab. Code section 226, to its workers, including Plaintiff, on a semi-monthly basis. To the
2 extent this claim is derivative of the claims set forth above - that Plaintiff's wage statements were
3 not accurate because Plaintiff was not paid an additional hour of pay when she was not provided
4 meal and rest periods, not paid for all hours worked, and not properly compensated for all overtime
5 premium pay - the claim bears the same risk for failure as the factual reasons discussed above.

6 40. Moreover, Labor Code section 204(b) permits employers to advance wages or pay for
7 excess hours worked in one pay period onto the next pay period.

8 41. Furthermore, to award statutory penalties under section 226(e), Plaintiff would have had
9 to show that Defendant knowingly and intentionally issued wage statements with unlawful
10 deficiencies which justifies a discount for this claim. [See Labor Code § 226; *Price v. Starbucks*
11 *Corp.*, 192 Cal. App. 4th 1136, 1142–43 (2011); see also *Elliot v. Spherion Pac. Work, LLC*, 572 F.
12 Supp. 2d 1169, 1180–81 (2008).]

13 42. Defendant issued approximately 744 wage statements from March 19, 2019 to March
14 14, 2022 (one year prior to the filing of the Complaint). Assuming all wages statements dating back
15 one year prior to the filing of the complaint are inaccurate, then the Defendant is liable for no more
16 than approximately \$74,400 depending upon the application of penalties from Labor Code Section
17 226 penalties (744 x \$100 = \$74,400) Therefore, in light of these considerations and the Discount
18 Factors, Plaintiff assessed the settlement value of the wage statement claim at between **\$0 and**
19 **\$74,400**, inclusive of PAGA penalties..

20 **Waiting Time Penalties**

21 43. This claim is based on Plaintiff's allegations that an extra hour of pay was not provided
22 when meal or rest breaks were not provided, and that Warehouse workers were not paid all overtime
23 and/or premium wages. On the assumption that all 50 formerly employed Warehouse workers are
24 owed some unpaid wages, then the highest theoretical amount for potential waiting time penalties
25 is calculated as follows: 31 former employees x 30 days x 8 hours per day x \$14 average hourly
26 wage = \$100,800. However, for the reasons discussed above, it will be difficult for Plaintiff to
27 present substantial common evidence that he and the putative class members were not paid all wages
28 due at the time of termination as to all formerly employed Warehouse workers.

1 44. Additionally, actions for violations of Labor Code's meal break provisions do not entitle
2 employees to pursue the derivative waiting time and itemized wage statement penalties. [See
3 *Naranjo v. Spectrum Security Services, Inc.*, *supra*, 40 Cal.App.5th 444.) Moreover, nothing in the
4 data indicates any willful violation necessary to trigger Labor Code section 203 waiting time
5 penalties anyway. As such, I estimate that the reasonable best-case scenario is 50% of the theoretical
6 best-case scenario of \$100,800. Therefore, a reasonable range of potential waiting time penalties is
7 **\$0 to \$50,400**, inclusive of PAGA penalties.

8 45. On January 30, 2023, I gave notice to the Labor and Workforce Development Agency
9 of the motion papers. A true and correct copy of that notice is attached hereto as **Exhibit B**.

10 46. On January 30, 2023, I extrapolated the cost and time sheet entries for this matter
11 maintained through my firm's Legal Practice Management Software. Attached hereto as **Exhibit**
12 **C** is a true and correct copy of the record maintained on my practice management software for
13 cost incurred. Attached hereto as **Exhibit D** is a true and correct copy of the record maintained on
14 my practice management software for time entries regarding this case

15 47. The other attorneys and staff whom worked on this matter are comprised of Andrea
16 Fernandez- Jackson whom is an 8-year California licensed attorney with a billable rate of \$440 per
17 hour which should be considered reasonable. Another attorney at my office Anthony Filer Jr. also
18 worked on this smatter whom is a 1-year California licensed attorney with a billable rate of \$250
19 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over
20 five years of legal experience with a billable rate of \$145 which should be considered reasonable. I
21 advanced 100% of the costs on this matter.

22 48. Attached hereto as **Exhibit E** is a true and correct copy of the Laffey Fee Matrix.
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28 I declare under penalty of perjury, under the laws of the State of California, that the foregoing

1 is true and correct.

2 Executed this 30th day of January 2023, in Irvine, California.

3

4

/s/ Armond M. Jackson

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Armond M. Jackson

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EXHIBIT A

1 PHILIP J. BONOLI - Bar No. 188906
BG LAW LLP
2 21650 Oxnard Street, Suite 500
Woodland Hills, CA 91367
3 Telephone: (818) 827-9000
Facsimile: (818) 827-9099
4 Email: pbonoli@bg.law

5 Attorneys for Defendant,
6 TAGTIME USA, INC.

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9
10 GLORIA RAMOS, as an individual and on
behalf of other similarly situated employees,

11 Plaintiff,

12 v.

13 TAGTIME, INC., a California corporation; and
14 DOES 1 through 50, inclusive,

15 Defendants.
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Case No.: 21STCP00903

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: March 19, 2021
Judge Assigned: Hon. William F. Highberger

1 **TO THE COURT:**

2 This Joint Stipulation of Class Action Settlement (“Settlement Agreement”) is made and
3 entered into by and between Plaintiff GLORIA RAMOS (“Plaintiff”) and Defendant TAGTIME USA,
4 INC., erroneously sued herein as “Tagtime, Inc.” (“Defendant”) (collectively referred to as the
5 “Parties”) and is subject to the terms and conditions below and to the Court’s approval. The Parties
6 expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of
7 compromising significantly disputed claims and that nothing in this Settlement Agreement is an
8 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not
9 approved, it will be of no force or effect, and the Parties will be returned to their respective positions
10 immediately prior to and as if they had never executed this Settlement Agreement as more fully set
11 forth below.

12 **DEFINITIONS**

13 The following definitions are applicable to this Settlement Agreement. Definitions contained
14 elsewhere in this Settlement Agreement will also be effective:

15 1. “Action” means *Gloria Ramos v. Tagtime, Inc., et al.*, Los Angeles County Superior
16 Court Case No. 21STCP00903.

17 2. “Claims Administrator” means Phoenix Class Action Administrator or any other third-
18 party class action settlement claims administrator agreed to by the Parties and approved by the Court
19 for the purposes of administering this Settlement. The Parties each represent that they do not have any
20 financial interest in the Claims Administrator or otherwise have a relationship with the Claims
21 Administrator that could create a conflict of interest.

22 3. “Claims Administration Expenses” means the costs payable to the Claims
23 Administrator for administering this Settlement, including, but not limited to, printing, translating into
24 Spanish, distributing (including with appropriate postage), and tracking documents concerning the
25 Settlement in English and Spanish; conducting searches to locate Class Members; tax reporting;
26 distributing the Individual Settlement Payments, Class Representative Enhancement Payment and
27 Class Counsel Fees and Costs; providing necessary certification of completion of notice, reports and
28 declarations; establishing and administering a qualified settlement interest bearing fund account; and

1 other responsibilities set forth in this Settlement Agreement and as requested by the Parties. The
2 Claims Administration Expenses are currently estimated to be not more than Ten Thousand Dollars
3 (\$10,000.00).

4 4. "Class Counsel" means Armond M. Jackson, Esq., of the Jackson Law, APC firm.

5 5. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses approved
6 by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to
7 be incurred by Class Counsel in the Action, including, but not limited to, costs associated with
8 documenting the Settlement, providing any notices required as part of the Settlement or Court order,
9 securing the Court's approval of the Settlement, administering the Settlement, and obtaining an order
10 terminating the Action. Class Counsel will request attorneys' fees not to exceed 33.33% of the Gross
11 Settlement Amount or Eighty-Eight Thousand Three Hundred Twenty-Four Dollars and Fifty Cents
12 (\$88,324.50), and litigation costs and expenses not to exceed Ten Thousand Dollars (\$10,000.00).
13 Defendant has agreed not to oppose Class Counsel's request for Class Counsel Fees and Costs.

14 6. "Class List" means a complete list of all Class Members that Defendant will diligently
15 and in good faith compile from their records and provide to the Claims Administrator within seven (7)
16 business days after the Court's entry of an order granting preliminary approval of this Settlement. The
17 Class List will be formatted in Microsoft Office Excel and Defendant will use its best efforts to include
18 each Class Member's full name; most recent mailing address as shown on the Class Member's
19 employment file as maintained by Defendant; dates of employment; number of workweeks worked
20 during the Class Period; and Social Security number.

21 7. "Class Member(s)" or "Settlement Class" means Plaintiff and all current and former
22 non-exempt employees employed by Defendant in California during the period of March 19, 2017 to
23 preliminary approval of class action settlement or March 14, 2022, whichever occurs first. Defendant
24 represents that there are less than 70 non-exempt employees.

25 8. "Class Period" means the period from March 19, 2017 to preliminary approval of class
26 action settlement or March 14, 2022, whichever occurs first.

27 9. "Class Representative Enhancement Payment" means the amount to be paid from the
28 Gross Settlement Amount to the named Plaintiff in exchange for executing a general release and in

1 recognition of her effort in prosecuting the Action on behalf of Class Members. Plaintiff will request
2 and Defendant will not oppose Plaintiff's application to the court for a payment of Five Thousand
3 Dollars (\$5,000.00) for her willingness to serve as Class Representative.

4 10. "Court" means the Los Angeles County Superior Court, or any other court taking
5 jurisdiction of the Action.

6 11. "Effective Date" means the date when the Final Approval Order becomes final. For
7 purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to occur of the
8 following: (a) if there are no objections to the Settlement, the date the Court enters an order granting
9 final approval of the Settlement; or (b) if there are objections to the Settlement, and if an appeal,
10 review, or writ is not sought from the Final Approval Order, the day after the time period to appeal
11 the Settlement has expired, *i.e.*, 60 days from the date the Court enters an order granting final approval
12 of the Settlement.

13 12. "Gross Settlement Amount" means the non-reversionary maximum settlement amount
14 of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) ("Gross Settlement Amount"), which
15 will be paid by Defendant in full satisfaction of all claims arising from the Action. The Gross
16 Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the
17 Class Representative Enhancement Payment, Claims Administration Expenses, Class Counsel Fees
18 and Costs, and PAGA penalties in the amount of Ten Thousand Dollars (\$10,000.00) of which 75%
19 or Seven Thousand Five Hundred Dollars (\$7,500.00) will be paid to the Labor Workforce
20 Development Agency ("LWDA") and 25% or Two Thousand Five Hundred Dollars (\$2,500.00) to
21 Participating Class Members.

22 13. "Individual Settlement Payment" means each Participating Class Member's share of
23 the Net Settlement Amount, to be distributed to Plaintiff and Class Members who do not request
24 exclusion from the settlement.

25 14. "Net Settlement Amount" means the maximum amount available for distribution to the
26 Class Members, after deduction of Class Counsel Fees and Costs, Class Representative Enhancement
27 Payment, Claims Administration Expenses, and \$7,500.00 as PAGA penalties payable to the LWDA.
28

1 15. “Notice of Objection” means a Class Member’s valid and timely written objection to
2 the Settlement Agreement and or appear at any hearing for Final Approval. For the objection to be
3 valid, it must include: (i) the objector’s full name, signature, address, and telephone number The
4 Parties will be permitted to respond in writing to such objections within the time period set by the
5 Court.

6 16. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
7 attached as Exhibit “A.”

8 17. “Participating Class Members” means all Class Members who do not timely submit
9 valid Requests for Exclusion and received by the Claims Administrator.

10 18. “Preliminary Approval” means the Court order granting preliminary approval of the
11 Settlement Agreement.

12 19. “Released Claims” means wage and hour claims, misclassification claims, rights,
13 demands, liabilities, penalties, interest and causes of action, arising from or related to the claims pled
14 in Plaintiff’s Class Action Complaint (“Complaint”) or that could have been pled in the Complaint
15 based on the factual allegations pled in the Complaint, including: Failure to Pay Overtime
16 Wages; Failure to Pay Minimum Wages; Failure to Provide Meal Periods; Failure to Provide Rest
17 Periods; Failure to Provide Accurate Wage Statements; Failure to Pay Due Wages at Separation;
18 Violation of Business and Professions Code § 17200, *et seq.* (Unfair or Unlawful Business Practices)
19 based on the alleged Labor Code violations; Civil Penalties Pursuant to Labor Code § 2699 (Private
20 Attorneys General Act) based on the alleged Labor Code violations; claims for injunctive relief,
21 liquidated damages, penalties, interest, and fees and costs.

22 20. “Released Parties” means Defendant and its former and present parents, subsidiaries
23 and affiliated companies and entities, and its current, former and future owners, officers, directors,
24 members, managers, employees, consultants, partners, affiliates, subsidiaries, shareholders, attorneys,
25 insurers, reinsurers, joint venturers and agents, any successors, assigns, or legal representatives and
26 any individual or entity who or which could be jointly liable with Defendant, and all persons or entities
27 acting by, through under or in concert with any of them.
28

21. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by mail to the Claims Administrator and received by the Claims Administrator at the specified address indicated in the Notice Packet; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be emailed, faxed or postmarked on or before the Response Deadline.

22. “Response Deadline” means the deadline by which Class Members must fax, email or postmark to the Claims Administrator a valid Request for Exclusion or submit objections to the Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims Administrator. The Response Deadline for Request for Exclusion and objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Claims Administrator in accordance with the notice procedure described in Paragraphs 35 through 38 of this Settlement Agreement. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant.

TERMS OF AGREEMENT

Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

23. Impact of Any Court Determination Not to Enter Final Approval Order. In the event that the Court does not enter a Final Approval Order and this Settlement Agreement does not become effective, the following will occur:

a. on the date final approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to and as if the Parties had never executed this Settlement Agreement; and

b. to the extent required by any court or otherwise necessary, Plaintiff will take all necessary steps to give effect to subparagraph (a.) above.

24. Settlement Funding. Within sixty (60) calendar days after the Effective Date, Defendant will make a one-time deposit of the Gross Settlement Amount and Defendant's share of employer's payroll taxes (referred to as the "Settlement Fund Deposit Amount") into a Qualified

1 Settlement Fund account from which the Claims Administrator will have authority to distribute money
2 in accordance with the terms of this Settlement Agreement.

3 25. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
4 application or motion by Class Counsel for Class Counsel Fees of Eighty-Eight Thousand Three
5 Hundred Twenty-Four Dollars and Fifty Cents (\$88,324.50) plus the reimbursement of costs and
6 expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Ten
7 Thousand Dollars (\$10,000.00). In consideration of their awarded attorneys' fees and costs and
8 expenses, Plaintiff and Class Counsel waive any and all claims to any further attorneys' fees and
9 expenses in connection with the Action and forever discharge Defendant from any claim of legal fees
10 in connection with the Action.

11 26. Class Representative Enhancement Payment. In exchange for the named Plaintiff
12 executing a general release and in recognition of her effort in prosecuting the Action on behalf of Class
13 Members, Defendant agrees not to oppose or impede any application or motion for a Class
14 Representative Enhancement Payment of Five Thousand Dollars (\$5,000.00). The Class
15 Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, will be
16 in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will
17 be solely and legally responsible to pay any and all applicable taxes, penalties and interest on the
18 payment made pursuant to this paragraph.

19 27. Claims Administration Expenses. The Claims Administrator will be paid for the
20 reasonable fees and costs of administration of the Settlement, which are estimated not to exceed Ten
21 Thousand Dollars (\$10,000.00), which are to be paid out of the Gross Settlement Amount. These will
22 include, *inter alia*, fees and costs payable to the Claims Administrator for printing, translating into
23 Spanish, distributing (including with appropriate postage), and tracking documents for this Settlement
24 in English and Spanish, any searches to locate any Class Members, calculating estimated amounts per
25 Class Member, tax reporting, distributing the Individual Settlement Payments, Class Representative
26 Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties, and
27 providing necessary certification of completion of notice, reports and declarations, establishing and
28 administering a Qualified Settlement Fund account, required tax reporting on the Individual Settlement

1 Payments, the issuing of 1099 and W-2 IRS forms, calculating the employer's share of payroll taxes
2 on the wage portion of the Individual Settlement Payments, paying said payroll taxes on Defendant's
3 behalf, and other responsibilities as requested by the Parties.

4 28. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual
5 Settlement Payments to Participating Class Members from the Settlement Class in accordance with
6 the terms of this Agreement.

7 29. Individual Settlement Payment Calculations. From the Net Settlement Amount, each
8 Class Member, who does not exclude himself or herself from the Settlement ("Participating Class
9 Member"), shall receive an amount equivalent to the class member's proportionate share of the Net
10 Settlement Amount based on the total number of workweeks that the class members worked during
11 the Class Period. The proportionate share of the Net Settlement Amount will be determined by
12 dividing the Net Settlement Amount by the total number of workweeks worked by all Class Members
13 during the Class Period and then multiplying this amount by each Class Member's total number of
14 workweeks worked to provide that employee's individual share of the Net Settlement Amount.

$$\begin{array}{ccc} \text{NET} & & \text{Participating} \\ \text{SETTLEMENT} & & \text{Class Member's} \\ \text{AMOUNT} & \text{X} & \text{Workweeks} \\ \hline \text{Total number of} & & \\ \text{Workweeks for} & & \\ \text{all Class} & & \\ \text{Members} & & \end{array}$$

20
21 In the event that a Class Member opts-out, his/her individual share of the settlement will be
22 redistributed to Participating Class Members pursuant to the formula provided herein.

23 30. No Credit Towards Benefit Plans. The Individual Settlement Payments made to
24 Participating Class Members under this Agreement, as well as any other payments made pursuant to
25 this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit
26 plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
27 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
28 other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect

1 any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
2 plans.

3 31. Claims Administration Process. The Parties agree to cooperate in the administration
4 of the settlement and to make all reasonable efforts to control and minimize the costs and expenses
5 incurred in administration of the Settlement.

6 32. Delivery of the Class List. Within seven (7) business days following Preliminary
7 Approval, Defendant will provide the Class List to the Claims Administrator.

8 33. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the
9 Class List from Defendant, the Claims Administrator will mail a Notice Packet to all Class Members
10 via regular First-Class U.S. Mail.

11 34. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Claims
12 Administrator will perform a search based on the National Change of Address Database for
13 information to update and correct for any known or identifiable address changes. Any Notice Packets
14 returned to the Claims Administrator as non-deliverable on or before the Response Deadline will be
15 sent promptly via regular First-Class U.S. Mail to the forwarding address, and the Claims
16 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address
17 is provided, the Claims Administrator will promptly attempt to determine the correct address using a
18 skip-trace, or other search resource, using the name, address and/or Social Security number of the
19 Class Member involved, and will then perform a single re-mailing. Those Class Members who receive
20 a re-mailed Notice Packet will have an additional fifteen calendar (15) days to fax, email or postmark
21 a Request for Exclusion or submit an objection to the Settlement.

22 35. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
23 Packet will provide: (1) information regarding the nature of the Action, (2) a summary of the
24 Settlement's principal terms, (3) the Settlement Class definition, (4) each Class Member's number of
25 workweeks worked during the Class Period, (5) each Class Member's estimated Individual Settlement
26 Payment; (6) the dates which comprise the Class Period, (7) instructions and forms on how to submit
27 valid Requests for Exclusion or objections, (8) the deadlines by which the Class Member must fax or
28

1 postmark Request for Exclusions or submit objections to the Settlement, and (9) the claims to be
2 released, as set forth in this Settlement Agreement.

3 36. Request for Exclusion Procedures. Any Class Member wishing to opt out from the
4 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Claims
5 Administrator within the Response Deadline. The date of the fax or postmark on the return mailing
6 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
7 submitted. The Parties to this Agreement and their counsel agree that they will not solicit or encourage
8 Class Members to opt-out or object to this Settlement Agreement.

9 37. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
10 the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity
11 to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three
12 (3) calendar days of receiving the defective submission to advise the Class Member that his or her
13 submission is defective, and that the defect must be cured to render the Request for Exclusion valid.
14 The Class Member will have until the latter of (i) Response Deadline or (ii) fifteen (15) calendar days
15 from the date of the cure letter to fax or postmark a revised Request for Exclusion. Any additional
16 costs incurred by the Claims Administrator to process a defective submission will be paid from the
17 amount allocated to the cost of administration as set forth herein and deducted from the Gross
18 Settlement Amount.

19 38. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
20 who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid
21 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
22 Claims, as well as any other orders that may be entered by the Court if it grants final approval of the
23 Settlement.

24 39. Increase in Workweeks. Defendant represents that there are approximately 60 Class
25 Members and 9,880 total workweeks during the Class Period. In the event the total workweeks is
26 more than 10% of 9,880 total workweeks, i.e. 10,868 total workweeks, Defendant shall increase the
27 Net Settlement Amount based on the workweek value provided by the Claims Administrator based on
28 the total workweeks of 10,868. For example, if the total workweeks are 10,877 and the workweek

1 value calculated off of 10,868 is \$10.00 per workweek, then Defendant would have to increase the Net
2 Settlement Amount by \$90.00 ($10,877 - 10,868 = 9 \times \10.00).

3 40. Objection Procedures. To object to the Settlement Agreement, a Class Member may
4 not submit a Request for Exclusion but instead must mail or fax a valid Notice of Objection to the
5 Claims Administrator by the Response Deadline. The Claims Administrator will notify counsel for
6 the Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice of
7 Objection must be signed by the Class Member and contain all information required by this Settlement
8 Agreement. The fax or postmark date of the mailing will be deemed the exclusive means for
9 determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel
10 seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement
11 Agreement or appeal from the Final Approval Order.

12 41. Certification Reports Regarding Individual Settlement Payment Calculations. The
13 Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report which
14 certifies: (i) the number of Class Members who have submitted valid Request for Exclusion; (ii) the
15 number of Class Members who have submitted valid Notice of Objections; and (iii) the number of any
16 deficient Request for Exclusion or Notice of Objections. Additionally, the Claims Administrator will
17 provide to counsel for both Parties any updated reports regarding the administration of the Settlement
18 Agreement as needed or requested.

19 42. Timing of Distribution of Individual Settlement Payments. Within seven (7) calendar
20 days of Defendant depositing the funds as set for the above, the Claims Administrator will issue
21 payments to (1) Participating Class Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA.
22 The Claims Administrator will also issue a payment to itself for Court-approved services performed
23 in connection with the settlement.

24 43. Uncashed Checks. Individual settlement checks paid to participating Class Members
25 will be valid for 180 days. Participating Class Members will have one hundred eighty (180) calendar
26 days from the date of issuance of the check to cash their check. For any check not cashed after 180
27 calendar days, the Claims Administrator will send the amount represented by the check to the
28 California State Controller Unclaimed Property, with the identity of the Participating Class Member

1 to whom the funds belong, to be held for the participating Class Member per California Unclaimed
2 Property Law, in the interest of justice. The money paid to the California State Controller Unclaimed
3 Property will remain the Participating Class Member's property. This will allow Participating Class
4 Members who did not cash their checks to collect their Individual Settlement Amounts at any time in
5 the future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds,
6 and the California *Code of Civil Procedure* section 384 shall not apply. The funds will be held by the
7 State until claimed by the employee and the uncashed check never ceases to be the employee's
8 property.

9 44. Certification of Completion. Upon completion of administration of the Settlement, the
10 Claims Administrator will provide a written declaration under oath to certify such completion to the
11 Court and counsel for all Parties.

12 45. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
13 be allocated as follows: 20% of each Individual Settlement Payment will be allocated for the settlement
14 of wage claims and the remaining 80% will be allocated to the settlement of claims for interest and
15 statutory penalties. The portion allocated to wages in each Individual Settlement Payment will be
16 reported on an IRS Form W-2, and the portion allocated to interest and penalties will be reported on
17 an IRS Form-1099 by the Claims Administrator.

18 46. Administration of Taxes by the Claims Administrator. The Claims Administrator will
19 be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099,
20 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement
21 Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and
22 other legally required withholdings to the appropriate government authorities.

23 47. Defendant's Responsibility for Employer Taxes: For any portion of the Class
24 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
25 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes (including,
26 but not limited to, FICA, FUTA, and SDI), will be paid by Defendant in addition to the Gross
27 Settlement Amount.

1 48. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
2 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
3 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
4 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
5 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
6 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
7 SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
8 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED
9 STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
10 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR
11 ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
12 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
13 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
14 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
15 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
16 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
17 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
18 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
19 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
20 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
21 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
22 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
23 AGREEMENT.

24 49. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
25 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
27 of action or right released and discharged in this Settlement Agreement.
28

1 50. Release of Claims by Class Members. Upon the date the Court enters an order granting
2 final approval of the Settlement, all Class Members who do not timely submit a valid Request for
3 Exclusion do and will be deemed to have fully, finally and forever released, settled, compromised,
4 relinquished and discharged any and all of the Released Parties of and from any and all Released
5 Claims accruing during the Class Period.

6 51. Release by Named Plaintiff. Upon the date the Court enters an order granting final
7 approval of the Settlement, in addition to the claims being released by all Class Members, Plaintiff
8 will provide the following additional general release (“General Release”): Plaintiff, on her own
9 behalf and on behalf of her heirs, spouse, executors, administrators, attorneys, agents and assigns,
10 fully and finally releases the Released Parties from all claims, demands, rights, liabilities and causes
11 of action of every nature and description whatsoever, known or unknown, asserted or that might
12 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or
13 regulation arising out of, relating to, or in connection with any act or omission by or on the part of
14 any of the Released Parties committed or omitted prior to the execution of this Agreement. This
15 General Release includes any unknown claims Plaintiff does not know or suspect to exist in her
16 favor at the time of this General Release, which, if known by them, might have affected her
17 settlement with, and release of, the Released Parties or might have affected her decision not to object
18 to this Settlement or this Release. To the extent the foregoing releases are releases to which Section
19 1542 of the California *Civil Code* or similar provisions of other applicable law may apply, Plaintiff
20 expressly waives any and all rights and benefits conferred upon them by the provisions of Section
21 1542 of the California *Civil Code* or similar provisions of applicable law which are as follows:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
24 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
25 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
26 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
27 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
28

1 The significance of this release and waiver of *Civil Code* Section 1542 has been explained to Plaintiff
2 by her respective counsel. Ms. Ramos and her counsel of record are not aware of any pending workers
3 compensation or employment claims other than Ms. Ramos' wrongful termination claim (case number
4 21STCP00903) which the parties have settled.

5 52. Release by Defendant. As consideration for the releases given and promises made by
6 Plaintiff, Defendant releases, discharges, satisfies and cancel all claims, actions, causes of action and
7 liabilities of any kind against Plaintiff, her heirs, spouses, executors, administrators, attorneys, agents
8 and assigns, of which Defendant is aware as of the date Defendant execute this Settlement Agreement
9 and arising out of or related to Plaintiff's employment by Defendant.

10 53. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
11 approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement does not
12 become final for any other reason, then this Settlement Agreement and any documents generated to
13 bring it into effect will be null and void. Any order entered by the Court in furtherance of this
14 Settlement Agreement will likewise be treated as void from the beginning. In such case, the Settlement
15 shall not be used or be admissible in any subsequent proceedings, either in this Action, this Court, or
16 any other Court or forum.

17 54. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
18 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
19 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only,
20 (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a Final
21 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
22 Packet to be sent to all Class Members as specified in this Settlement Agreement. In conjunction with
23 the Preliminary Approval motion, Plaintiff will submit this Settlement Agreement, which sets forth
24 the terms of this Settlement and will include the proposed Notice Packet.

25 55. Final Settlement Approval Hearing. Upon expiration of the deadlines to fax or
26 postmark Request for Exclusion or submit objections to the Settlement Agreement, and with the
27 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
28 Final Approval of the Settlement Agreement along with the amounts properly payable for (i)

1 Individual Settlement Payments; (ii) the Class Counsel Fees and Costs; (iii) the Class Representative
2 Enhancement Payment; (iv) payment to LWDA for PAGA penalties; and (v) all Claims
3 Administration Expenses. Class Counsel will be responsible for drafting all documents necessary to
4 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
5 application to be heard at the Final Approval/Settlement Fairness Hearing.

6 56. Continued Jurisdiction. Upon final approval of the Settlement by the Court or after
7 the Final Approval/Settlement Fairness Hearing, the Court will have continuing jurisdiction solely for
8 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement
9 Agreement, (ii) settlement administration matters, and (iii) such post-order matters as may be
10 appropriate under court rules or as set forth in this Settlement Agreement.

11 57. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
12 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
13 set forth in this Settlement Agreement. Any Exhibits to this Agreement are an integral part of the
14 Settlement.

15 58. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
16 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
17 agreements may be deemed binding on the Parties. The Parties expressly recognize California *Civil*
18 *Code* Section 1625 and California *Code of Civil Procedure* Section 1856(a), which provide that a
19 written agreement is to be construed according to its terms and may not be varied or contradicted by
20 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms
21 will modify, vary or contradict the terms of this Agreement.

22 59. Amendment or Modification. This Settlement Agreement may be amended or
23 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

24 60. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
26 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
28 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with

1 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
2 unable to reach agreement on the form or content of any document needed to implement the Settlement
3 Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of
4 this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such
5 disagreement.

6 61. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
7 and inure to the benefit of, the successors or assigns of the Parties to this Settlement Agreement, as
8 previously defined.

9 62. Execution and Counterparts. This Settlement Agreement is subject only to the
10 execution of all Parties. However, the Settlement Agreement may be executed in one or more
11 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
12 the signature page, will be deemed to be one and the same instrument provided that counsel for the
13 Parties will exchange among themselves original signed counterparts.

14 63. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
15 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at
16 this Settlement Agreement after arm's-length negotiations and in the context of adversarial litigation,
17 taking into account all relevant factors, present and potential. The Parties further acknowledge that
18 they are each represented by competent counsel and that they have had an opportunity to consult with
19 their counsel regarding the fairness and reasonableness of this Settlement Agreement.

20 64. Invalidity of Any Provision. Before declaring any provision of this Settlement
21 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
22 possible consistent with applicable precedents so as to define all provisions of this Settlement
23 Agreement valid and enforceable.

24 65. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
25 Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Fees and Costs below the
26 amount requested from the Court, and either party may appeal any court order that materially alters
27 the Settlement Agreement's terms. Plaintiff and Class Counsel agree that they will not oppose Final
28

1 Approval in the event of appeal of reduction in the Class Counsel Fees and Costs below the amount
2 requested from the Court.

3 66. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 67. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
7 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
8 further waiver by such party of the same or any other condition, covenant, right or remedy.

9 68. Enforcement Actions. In the event that one or more of the Parties institutes any legal
10 action or other proceeding against any other Party to enforce the provisions of this Settlement
11 Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful
12 Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs,
13 including expert witness fees incurred in connection with any enforcement actions.

14 69. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
15 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
16 construed more strictly against one party than another merely by virtue of the fact that it may have
17 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
18 negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

19 70. Representation By Counsel. The Parties acknowledge that they have been represented
20 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
21 that this Settlement Agreement has been executed with the consent and advice of counsel.

22 71. All Terms Subject to Final Court Approval. All amounts and procedures described in
23 this Settlement Agreement will be subject to final Court approval.

24 72. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
25 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
26 Settlement Agreement.

27 73. Binding Agreement. The Parties warrant that they understand and have full authority
28 to enter into this Agreement, and further intend that this Agreement will be fully enforceable and

1 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding
2 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
3 apply under federal or state law.

4 74. No Admission of Liability. Nothing contained in this Settlement Agreement shall be
5 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
6 Defendant. Each of the Parties has entered into this Settlement Agreement with the intention to avoid
7 further disputes and litigation, and the attendant inconvenience and expense. This Settlement
8 Agreement shall be inadmissible in evidence in any action or proceeding, except an action or
9 proceeding to approve, interpret, or enforce its terms.

10 75. Communications. The Parties and their counsel agree that they will not issue any press
11 releases or initiate any contact with the media about this case and/or the fact, amount, or terms of the
12 Settlement. If counsel for either Party receives an inquiry about the Settlement from the media,
13 counsel may only respond that a settlement has been reached. Before the date on which the Parties
14 file their motion for preliminary approval of the Settlement, Plaintiff and her Class Counsel will not
15 initiate any contact with Class Members about the Settlement, except that, if contacted by a Class
16 Member, they may respond and advise as class counsel consistent with its legal duties as class counsel.

17 76. Disputes. Any dispute between the Parties concerning the interpretation or
18 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort
19 to the Court, counsel for the Parties will confer in good faith to resolve the dispute.

20 77. Applicable Law. All terms and conditions of this Stipulation and its exhibits will be
21 governed by and interpreted according to the laws of the State of California, without giving effect to
22 any conflict of law or choice of law principles.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: February 28, 2022

Gloria Ramos
GLORIA RAMOS

DEFENDANT

Dated: 3/3/2022

Jillian Govea
TagTime USA, Inc.
Its: Chief Operating Officer

APPROVED AS TO FORM:

Dated: February 28, 2022

JACKSON LAW, APC

BY: *Armond Jackson*

Armond Jackson
Attorneys for Plaintiff, ARMOND M.
JACKSON

Dated: March 3, 2022

BG LAW LLP

BY: *Philip J. Bonoli*

Philip J. Bonoli
Attorneys for Defendant, TagTime USA, Inc.

EXHIBIT A

6NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

RAMOS V. TAGTIME, INC., CASE NO. 21STCP00903

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY TAGTIME, INC. AS AN HOURLY PAID WAREHOUSE EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING MARCH 19, 2017 AND ENDING ON MARCH 14, 2022 YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Gloria Ramos (“Plaintiff”), on behalf of herself and the below-defined Class Members, and Defendant Tagtime, Inc. (“Defendant”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendant (1) failed to pay overtime wages, (2) failed to pay timely wages; (3) claim for unlawful receipt of wages; (4) failed to provide required meal breaks; (5) failed to provide required rest breaks; (6) failed to furnish accurate itemized wage statements; (7) failed to pay all wages due to discharged and quitting employees; (8) engaged in unfair business practices. ; and (9) Plaintiff also asserts a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendant. Defendant denies all of Plaintiff’s claims, and maintains that it has complied with all applicable laws. Specifically, Defendant contends that it correctly compensated Plaintiff, Class Members, and aggrieved employees; provided Plaintiff, Class Members and aggrieved employees with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; provided Plaintiff, Class Members and aggrieved employees with compliant wage statements; maintained all required records for Plaintiff, Class Members and aggrieved employees; and timely paid Plaintiff, Class Members, and aggrieved employees all wages owing at the time of termination and during employment. Defendant has entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the pay periods you performed work for Defendant in California as an hourly paid warehouse employee during the period from March 19, 2017 to March 14, 2022__ as well as PAGA Payments based on the pay periods you performed work for Defendant in California as an hourly paid warehouse employee during the period from January 14, 2020 to Present.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment

	entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on March 19, 2017 and ending on March 14, 2022. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on March 19, 2017 and ending on March 14, 2022 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+45 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+45 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, at [insert time/date] in Department 10 at the Superior Court of California for the County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012 .

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Los Angeles (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as hourly paid warehouse employees (“Class Members”) during the period beginning on March 19, 2017 and ending March 14, 2022 (the “Class Period”). According to Defendant’s records, you are a Class Member. This notice

explains the Action, the Settlement, and your legal rights.

The Action is known as *Gloria Ramos v. Tagtime, Inc., et al.*, Case No. 21STCP00903 and is pending in the Superior Court of California for the County of Los Angeles (the “Action”). Gloria Ramos is the Plaintiff, and the company he sued, Tagtime, Inc., is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former employee of Defendant. She alleges that Defendant did not provide proper meal or rest breaks, failed to pay minimum overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, and unlawfully received wages, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that he and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that it engaged in any wrongful conduct or violated the law in any way, and believes Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Gloria Ramos) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable William F. Highberger issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from March 19, 2017 through March 14, 2022 as an hourly paid employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from January 14, 2020 through Present as an hourly paid employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and denies that it has violated any laws. Plaintiff and his lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. **[insert date] What does the settlement provide?**

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Two Hundred Eight Thousand Dollars (\$265,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$88,324.50), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$10,000.00), a Class Representative Service Award to Plaintiff for her services (not to exceed \$5,000.00), the PAGA Settlement Amount (i.e., a payment of Seven Thousand Five Hundred Dollars (\$7,500.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Two Thousand Five Hundred Dollars (\$2,500.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, Phoenix Claims Administrators (estimated not to exceed \$5,000.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendant.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of pay periods that each Participating Class Member performed work for Defendant as an employee in California during the Class Period. To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of workweeks for all class members during the Class Period, multiplied by the number of participating class members' workweeks, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total number of Workweeks for all Class Members} \times \text{Participating Class Member's Workweeks} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 20% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, 80% shall be reported as non-wage interest not subject to payroll tax withholdings on IRS Form 1099 and penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's *pro rata* distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

7. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiff and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 10 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA on August 26, 2020 and all claims, rights, demands, liabilities, and causes of action of every nature and description, as alleged in the Complaint, or based on the facts alleged in the Complaint, including for meal and rest breaks; unpaid wages, including overtime wages, regular wages; wage statement violations; untimely wages, wages due upon termination, civil and statutory penalties, and derivative claims against Defendant and its parents, subsidiaries, predecessors, successors, joint ventures, assigns, and each of its respective shareholders, owners, officers, directors, managers, employees, operators, insurers, representatives, trustees, attorneys, insurers, administrators, fiduciaries, beneficiaries, subrogates, and agents (collectively, the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

9. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on [insert date] (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+45 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+45 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

11. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

14. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Defendant agrees to pay attorneys' fees in an amount not to exceed one-third (33 1/3%) of the sum of the Maximum Settlement Amount and the Prior Settlement Amount, which amounts to Eighty-Eight Thousand, Three Hundred and Twenty-Four Dollars and Fifty cents (\$88,324.50) plus actual litigation costs and expenses (not to exceed \$10,000.00)

to Class Counsel. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agree to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff as a Class Representative Service Award for her participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Seven-Thousand Five Hundred Dollars (\$7,500.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Ten Thousand Dollars (\$10,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+45 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+45 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department 10 at the Superior Court of California for the County of Los Angeles, Spring Street Courthouse, located at **312 North Spring Street, Los Angeles, California 90012**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.lacourt.org/Courthouse/info/SS>

19. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol. Although the Presiding Judge, Eric C. Taylor has eliminated social distancing protocol and restored in-person access without capacity limits in all Los Angeles County courthouses and courtrooms, a mandatory face mask order remains in effect. Face masks must be worn over the nose and mouth at all times in all public courthouse spaces.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiff Gloria Gonzalez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department 10 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. The case file may be viewed online at <https://www.lacourt.org/casesummary/ui/>.

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is XXXXXX

Please do not contact the Court for more information about the Settlement.

EXCLUSION FORM

Superior Court of the State of California, County of Los Angeles

Ramos v. Tagtime, Inc., Case No. 21STCP00903

If you want to receive an Individual Settlement Payment, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement, unless you are a PAGA Group Member; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement if it is ultimately approved by the Court; and (4) you may pursue any claims which are asserted in the Action that you have against Defendant Tagtime, Inc. (“Defendant”) by filing your own lawsuit.

To be excluded from the Settlement, complete this Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

[Administrator] Address] [City, State Zip]

Request for Exclusion

I hereby certify that I am or was employed by Defendant as an hourly paid warehouse employee in California for some period of time during the Class Period of March 19, 2017 to March 14, 2022.

I have received the Notice of Class Action and PAGA Settlement (“Notice”) in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Exclusion Form, I will not receive any money or other benefits under the Settlement, unless I am a PAGA Group Member, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

Ramos v. Tagtime, Inc., et al.
Los Angeles Superior Court Case No. 21STCP00903

OBJECTION FORM

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU **OBJECT** TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR FAX NUMBER BELOW SO THAT IT IS POSTMARKED OR FAX STAMPED ON OR BEFORE [REDACTED].

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement.** You cannot object to the Settlement if you request exclusion from the Settlement.

☐ I OBJECT to the *Gloria Ramos v. Tagtime, Inc., et al.*, Settlement on the following grounds:

(Attach additional pages if need.)

(Signature)

(Date)

(Print Name)

(Address)

(Telephone Number)

(City / State / Zip Code)

All Objection Forms must be postmarked or fax stamped no later than [REDACTED]. Mail or fax your fully completed and signed Objection Form to:

[Settlement Administrator] Re: <i>Gloria Ramos v. Tagtime, Inc.</i> [Address] [City, State, Zip] [Telephone Number; Fax Number]
--

EXHIBIT B

EXHIBIT C

INVOICE

Company Logo

Jackson APC,

BILL TO

Gloria Ramos
6327 Malabar street apt. C
Huntington 90255

Invoice Number: 15
Invoice Date: 1/25/2023
Terms: 30

Due Date: **2/24/2023**
Amount Due: **\$9,970.60**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
							\$0.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
08/26/20	LWDA- Filing Check Fee			1	75.00	1	75.00
08/28/20	PAGA -Certified Mailers			1	4.25	1	4.25
08/28/20	mailed out: Notice of PAGA filing fee			1	0.50	1	0.50
03/31/21	Nationwide Legal invoice OC50755			1	1,690.45	1	1,690.45
05/11/21	Janney and Janney Invoice 4505395			1	98.50	1	98.50
07/20/21	Frank & Feder Mediators Fee : Our File Number: 3552-4098			1	7,000.00	1	7,000.00
08/13/21	Nationwide Legal OC68031			1	56.70	1	56.70
11/03/21	Case Anywhere invoice #234113 -			1	124.80	1	124.80

01/06/22	Caseanywhere Invoice #242332 -	1	120.00	1	120.00
01/14/22	One Legal Invoice_13449197	1	16.20	1	16.20
04/11/22	Case_Anywhere_Invoice_250 661	1	120.00	1	120.00
05/26/22	One Legal Invoice_13748537	1	76.70	1	76.70
05/26/22	One Legal Invoice 13748351	1	16.70	1	16.70
07/11/22	Case anywhere Invoice #259013	1	144.00	1	144.00
07/22/22	One Legal Invoice 13868508	1	16.70	1	16.70
08/01/22	One Legal Invoice 13889034	1	16.70	1	16.70
10/10/22	Case_Anywhere_Invoice_267 633	1	150.00	1	150.00
01/10/23	Case_Anywhere_Invoice_276 175	1	150.00	1	150.00
01/24/23	Request for Dismissal	1	16.70	1	16.70
01/24/23	Final Approval Motion	1	60.00	1	60.00
01/27/23	Motion Filing fee	1	16.70	1	16.70
					\$9,970.60

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$9,970.60
Amount Paid:	(\$0.00)
Amount Due:	\$9,970.60

EXHIBIT D

INVOICE

Company Logo

Jackson APC,

BILL TO

Gloria Ramos
6327 Malabar street apt. C
Huntington 90255

Invoice Number: 507
Invoice Date: 1/30/2023
Terms: 30

Due Date: **3/1/2023**
Amount Due: **\$91,027.00**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
08/25/20	Drafted PAGA letter.	Armond Jackson			640.00	5.00	3,200.00
08/26/20	Finalized PAGA filing and served defendant.	Armond Jackson			640.00	0.60	384.00
03/01/21	Pre-Lawsuit Investigation of the Key Facts with a Focus on Class Certification Elements, Including Adequacy, Typicality, Superiority, and Commonality	Armond Jackson			640.00	4.50	2,880.00
03/02/21	Researched cased theory, prepared outline to draft complaint.	Armond Jackson			640.00	4.50	2,880.00
03/04/21	Pre-Lawsuit Investigation of Potential Damages Exposure of Defendant with Respect to the Damages Sustained by Plaintiff and the Putative Class Members	Armond Jackson			640.00	4.60	2,944.00

03/17/21	Pre-Lawsuit Legal Research & Analysis of Latest Off-the-Clock, Meal and Rest Break Law, Private Attorneys General Act ("PAGA"), and/or Certification Decisions in California, including all New Relevant DLSE Materials	Armond Jackson	640.00	5.40	3,456.00
03/18/21	Pre-Lawsuit Investigation of the Key Facts with a Focus on Class Certification Elements, Including Adequacy, Typicality, Superiority, and Commonality	Armond Jackson	640.00	5.20	3,328.00
03/19/21	Drafted Complaint.	Armond Jackson	640.00	2.50	1,600.00
03/23/21	Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Putative Class Members	Armond Jackson	640.00	3.90	2,496.00
04/06/21	Analysis of Competitors within Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	Armond Jackson	640.00	5.40	3,456.00
04/09/21	Research and Investigation Re: Locations Owned, Managed, and/	Armond Jackson	640.00	5.60	3,584.00

or Operated by
 Defendant in California,
 Including
 Differences Between the
 Various
 Locations to
 Determine Whether
 Those
 Differences Will Cause
 Individual
 Issues to Predominate
 Over Common Issues

04/12/21	Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Collective Bargaining Agreements, Distribution/ Warehouse Operations, Store Operations, Delivery and Service Schedules, Reporting Time, Timekeeping, Rounding, Meal/Rest Breaks, On Premises Rest Breaks, On Call, Automated Meal Period and Rest Break Attestation, Overtime Compensation, Shift Differential/ Bonuses, and Reimbursement of Business Related Expenses	Armond Jackson	640.00	5.40	3,456.00
04/15/21	Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	Armond Jackson	640.00	3.50	2,240.00
04/16/21	Research and Analysis of Potential Defenses Defendant May Raise, Including De Minimis Work, Collective Bargaining Agreements, Statutory Overtime Exemptions,	Armond Jackson	640.00	5.60	3,584.00

Non-Compensable Off-the-Clock Work, Pick-Up Stix/Release/Waiver, and Compliant Policies

06/04/21	Sent correspondence to client regarding case update.	Armond Jackson	640.00	1.20	768.00
06/25/21	Drafted joint statement.	Armond Jackson	640.00	1.50	960.00
07/06/21	Prepared for and attended joint status conference.	Armond Jackson	640.00	0.50	320.00
07/08/21	Researched case status, contemplated discovery plan, review docket and drafted Joint Statement.	Armond Jackson	640.00	4.10	2,624.00
07/09/21	Read and responded to email from opposing counsel re: potential mediation.	Armond Jackson	640.00	0.30	192.00
07/09/21	Determined litigation plan and scope of discovery.	Armond Jackson	640.00	5.40	3,456.00
08/13/21	Submitted Joint Statement for filing .	Armond Jackson	640.00	0.30	192.00
01/03/22	Reviewed class data and performed analysis.	Armond Jackson	640.00	3.60	2,304.00
01/04/22	Reviewed class data and performed analysis.	Armond Jackson	640.00	4.50	2,880.00
01/05/22	Reviewed class data and performed analysis.	Armond Jackson	640.00	5.40	3,456.00
01/06/22	Developed chron for class data and mediation.	Armond Jackson	640.00	5.30	3,392.00
01/07/22	Reviewed class data and performed analysis.	Armond Jackson	640.00	4.90	3,136.00
01/11/22	Reviewed class data and performed analysis.	Armond Jackson	640.00	4.20	2,688.00
01/12/22	Resolved invoice.	Armond Jackson	640.00	0.30	192.00

01/12/22	Drafted mediation brief.	Armond Jackson	640.00	2.50	1,600.00
01/13/22	Ramos Mediation.	Armond Jackson	640.00	10.00	6,400.00
01/14/22	Drafted class MOU.	Armond Jackson	640.00	1.00	640.00
01/19/22	Reviewed email.	Armond Jackson	640.00	0.20	128.00
02/02/22	Prepare for status conference.	Anthony Filer	250.00	0.10	25.00
02/03/22	Attend Post-Mediation status conference.	Anthony Filer	250.00	0.40	100.00
02/03/22	Prepare for status conference.	Anthony Filer	250.00	0.20	50.00
02/09/22	Reviewed and revised settlement agreement.	Armond Jackson	640.00	1.50	960.00
02/15/22	Reviewed revised settlement agreement and made further revisions.	Armond Jackson	640.00	0.40	256.00
04/11/22	Review client folder, began drafting Preliminary Approval of settlement	Anthony Filer	250.00	0.40	100.00
04/12/22	Cont. drafting preliminary approval motion	Anthony Filer	250.00	0.30	75.00
04/13/22	Continued initial draft of Preliminary Approval Motion	Anthony Filer	250.00	1.30	325.00
04/15/22	Continued drafting preliminary approval motion	Anthony Filer	250.00	0.80	200.00
05/24/22	Drafted preliminary approval motion.	Armond Jackson	640.00	6.40	4,096.00
05/26/22	Continued drafting motion for preliminary approval.	Armond Jackson	640.00	4.90	3,136.00
07/22/22	Prepared for and attended PA hearing.	Armond Jackson	640.00	0.80	512.00

08/10/22	Processed approval documents to admin.	Armond Jackson	640.00	0.50	320.00
09/29/22	Reviewed protective order.	Armond Jackson	640.00	0.40	256.00
10/07/22	Drafted Final Approval Motion	Anthony Filer	250.00	1.50	375.00
01/24/23	Drafted Final Approval Motion	Anthony Filer	250.00	2.50	625.00
01/24/23	Emailed claims administrator re: final approval.	Armond Jackson	640.00	0.30	192.00
01/24/23	Met and conferred w/ AF re: final approval motion.	Armond Jackson	640.00	0.30	192.00
01/25/23	Resolved administration issue and declaration.	Armond Jackson	640.00	0.50	320.00
01/27/23	Revised and drafted final approval motion	Armond Jackson	640.00	6.40	4,096.00
					\$91,027.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$91,027.00
Amount Paid:	(\$0.00)
Amount Due:	\$91,027.00

EXHIBIT E

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been

approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.