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Attorneys for Plaintiff DIEGO DEGANTE,
individually, and on behalf of all other similarly
situated employees

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

DIEGO DEGANTE, individually, and on
behalf of all other similarly situated
employees,

Plaintiffs,

vs.

SUN LEE, INC., a California corporation, and
DOES 1 through 50, inclusive,

Defendant.

Case No.: 20STCV31759
Related Case: 21STCV07574

Assigned for all purposes to the Hon.
Lawrence P. Riff, Dept. 7

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

Date: October 26, 2022
Time: 10:00 a.m.
Place: Department 7

Action Filed: August 18, 2020
FAC Filed: November 20, 2020
Trial Date: None

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1 around November 20, 2020.

2 5. Thereafter, I served a set of written discovery, including a Request for Production of
3 Documents and Special Interrogatories. Defendant served its responses on February 10, 2021. In
4 its responses, Defendant agreed to complete a *Belaire West* procedure prior to producing contact
5 information for the putative class members. The parties also agreed to produce the time records and
6 wage statements for a 25% sample of the putative class members, upon completion of the *Belaire*
7 *West* notice procedure.

8 6. I also agreed with Defendant to exclude the Office and Sales department employees and
9 limit the class to the Warehouse workers only. After completion of a *Belaire West* notice, mailed
10 to all putative class members, 72 putative class members permitted disclosure of their contact
11 information, and time and payroll data to my office.

12 7. After completion of the *Belaire West* notice procedure in May 2021, the parties agreed
13 Defendant would produce a complete set of all the time cards and wage statements for a 25% of
14 those 72 Warehouse workers who did not opt out, as a statistically significant sampling size for
15 expert analysis. Defendant produced such data for twenty (20) Warehouse workers, including
16 Plaintiff Degante. Prior to the mediation and for purposes of the Settlement, the parties relied upon
17 expert analysis of the time cards and wage statements by a prominent expert consultant in the area
18 of wage and hour class actions, Aaron Woolfson (“expert” or “the expert”) and, Defendant
19 ultimately, provided the expert all of the wage statements for all 84 Warehouse workers.

20 8. Plaintiff alleges that Defendant failed to provide compliant meal periods by staffing
21 employees too thinly in light of the work demands to allow them to take meal periods on time and
22 for at least 30 minutes.

23 9. Plaintiff alleges that Defendant failed to permit and authorize rest breaks for the same
24 reason they could not take their meal periods.

25 10. Plaintiff alleges that Defendant’s practices of having employees begin work before
26 clocking in and also having employees clock out at the end of their shifts but then finish their work
27 effectively forced Class Members to work off-the-clock in order to complete all of their assigned
28 daily duties, which resulted in unpaid hours worked that also should have been paid at the overtime

1 rate of pay.

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

6 12. After litigating this case for some time, the parties agreed to mediate and scheduled
7 mediation for August 18, 2021. Prior to the mediation, Defendant supplemented their formal written
8 discovery by providing me with Plaintiff's personnel file, Defendant's Employee Handbook, the
9 total number of Class Members, including those formerly employed during the class period, and the
10 total number of pay periods and workweeks during the class period. I thoroughly reviewed the
11 foregoing documents prior to mediation.

12 13. The parties also relied upon the expert to analyze a statistically significant sampling of
13 class-wide timekeeping data and then even provided the expert with the entire set of wage statements
14 for all 84 putative class members, which was integral for assessing the value of the claims and
15 determining a realistic range of recovery for settlement purposes.

16 14. On August 18, 2021, the parties participated in a full day of mediation with mediator
17 Eleanor Barr, Esq., an experienced mediator of wage and hour class actions. Mediator Barr helped
18 to manage the parties' expectations and provided a useful, neutral analysis of the issues and risks to
19 both sides. At the conclusion of the mediation, the parties jointly drafted a Memorandum of
20 Understanding containing the material terms of the parties' agreement. Thereafter, the Parties
21 jointly drafted and executed the Stipulation. A true and correct copy of the fully executed
22 Stipulation of Class Action and PAGA Settlement (hereinafter "Stipulation" or "Settlement") is
23 attached hereto as **Exhibit A**. At all times, the Parties' negotiations were adversarial and non-
24 collusive, and the Stipulation thus constitutes a fair, adequate, and reasonable compromise of the
25 claims at issue.

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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 15. 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 16. 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 17. Plaintiff’s discovery requests led to the production of considerable information relied
15 upon for the Settlement, including a statistically significant sampling of thousands of pages of
16 timekeeping and payroll records, and policies and practices directly pertaining to the alleged Labor
17 Code violations at issue, as well as the contact information for seventy-two (72) Class Members.
18 reviewed Defendant’s written policies provided in its Employee Handbook, and reviewed the entire
19 set of thousands of pages of data and documents produced by Defendant through the analysis of the
20 expert. From this analysis, I was able to analyze Labor Code issues, theories and alleged violations
21 that would have provided direct evidence for use at trial in a class and PAGA action. I and the
22 expert analyzed the timekeeping and payroll data, in order to assess, *inter alia*, the incidence of meal
23 and rest period violations, and premiums paid for said violations, the minimum and overtime rates
24 paid to Class Members, the amount of underpaid minimum, regular and overtime wages, the
25 accuracy of the wage statements, and the amount of waiting time penalties under Cal. Labor Code
26 § 203.

27 18. I interviewed Plaintiff and various Class Members who provided accounts of their own
28 experience, which enabled me to understand the theories explaining the respective frequencies of

1 the alleged violations borne out in the data and records produced and to learn more about the day-
2 to-day circumstances giving rise to the alleged violations. Overall, I performed a searching
3 investigation into the claims at issue, which included: (1) determining Plaintiff's suitability as a
4 class representative through interviews, background investigations, and analyses of his employment
5 files and related records; (2) researching similar wage and hour class actions as to the claims
6 brought, the nature of the positions, and the type of employer; (3) analyzing employee time and
7 wage records; (4) analyzing Defendant's labor policies and practices; (5) researching settlements in
8 similar cases; (6) researching Plaintiff's novel theories of liability; (7) evaluating Plaintiff's claims
9 and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and
10 (9) participating in the mediation.

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

12 19. On August 18, 2021, the parties participated in a mediation with mediator Eleanor Barr,
13 Esq., who helped manage the parties' expectations and provided a useful, neutral analysis of the
14 issues and risks to both sides. At all times, the Parties' negotiations were adversarial and non-
15 collusive. After a full day of mediation, the Parties reached a settlement in principal and executed
16 a detailed Memorandum of Understanding, before entering in the long form Settlement on October
17 13, 2021.

18 **QUALIFICATIONS AND EXPERIENCE**

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20 20. I have been a California licensed attorney since November 2011. I began my career
21 in law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
22 Resolution Corporation ("PLDRC") handling employment related litigation matters. While clerking
23 for PLDRC I analyzed and organized discovery documents and researched employment litigation
24 issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I worked as an
25 associate attorney at Pedersen McQueen between March 2013 through January 2017 almost
26 exclusively engaging in employment matters representing employees. I have litigated several wage
27 and hour case to trial and currently litigating or have litigated cases valued in the six and seven
28 figure dollar range, including representative actions. I had primary responsibility for approximately

20 litigation matters on average throughout my employment at PLDRC and Pedersen McQueen and Pedersen Law. I regularly practice in state court and sometimes federal court. As an associate, my responsibilities included carrying primary case responsibility which includes tasks like taking depositions, conducting damages analysis, analyzing discovery documents, conducting client 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.

21. 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.

22. 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 byway 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 byway of settlement, default or trial..

23. Below is a list of all 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

1 No. CIVDS1610431

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

4 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case No.
5 30-2016-00895669-CU-OE-CXC

6 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
7 BC609306

8 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
9 Superior Court, Case No. BC691018

10 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court, Case
11 No. BC715217

12 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No. 30-
13 2016-00854699-CU-OE-CXC

14 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
15 Case No. 30-2018-00989673-CU-OE-CXC

16 14. *Abarca v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case No.
17 30-2016-00840385-CU-OE-CJC

18 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
19 Case No. 30-2018-00978231-CU-WT-CJC

20 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court, Case
21 No. 30-2017-00900653-CU-OE-CJC

22 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
23 Case No. BC635918

24 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
25 Court, Case No. BC674131

26 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court, Case
27 No. 30-2016-00840321-CU-OE-CJC

28 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.

1 BC617880

2 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case No.
3 30-2016-00840386-CU-OE-CJC

4 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-2
5 015-00795449-CU-OE-CJC

6 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
7 Case No. 30-2018-00979111-CU-OE-CXC

8 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
9 30-2017-00900648-CU-OE-CXC

10 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
11 8:19-cv-00564

12 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior Court,
13 Case No. 30-2017-00926015-CU-OE-CXC

14 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
15 Case No. 30-2016-00877489-CU-OE-CXC

16 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
17 Case No. 30-2018-00978815-CU-OE-CXC

18 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
19 BC653817

20 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County Superior
21 Court, Case No. 30-2018-00981362-CU-WT-CXC

22 31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
23 Case No. 30-2017-00904202-CU-OE-CXC

24 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
25 Case No. 30-2018-00966582-CU-WT-CXC

26 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168

27 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
28 Case No. BC710735

- 1 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
2 Case No. 30-2015-00795457-CU-OE-CJC
- 3 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
4 Case No. BC710736
- 5 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
6 Case No. 30-2018-00981299-CU-OE-CXC
- 7 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court, Case
8 No. BC722778
- 9 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No.
10 30-2018-00982745-CU-OE-CXC
- 11 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,
12 Case No. 8:18-cv-02249-AG (ADSx)
- 13 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
14 Case No. 30-2018-00971152-CU-WT-CJC
- 15 42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,
16 Case No. SACV19-00303 ODW (MAAx)
- 17 43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
18 OE-CJC
- 19 44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773
- 20 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
21 Case No. BC646999

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

24 24. Based on the information and evidence provided by Defendant in discovery, the expert
25 analysis of the time cards and wage statements, and my own independent investigation, I determined
26 an appropriate range of recovery for settlement purposes by offsetting Defendant's maximum
27 theoretical exposure by: (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing
28 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 **\$677,245.86**.

25. Expert evaluation of the entire set of wage statements for all 84 Warehouse workers revealed the following: (1) approximately 3,673 semi-monthly pay periods since August 18, 2016; (2) approximately 1,800 pay periods since August 18, 2019; (3) approximately 7,500 workweeks since August 18, 2016; (4) approximately 33,936 shifts since August 18, 2016; (5) 34 currently employed Warehouse workers and 50 formerly employed Warehouse workers since August 18, 2016; and (6) an average final rate of pay of \$15.64/hour. The following is a table of potential damages:

August 18, 2016 through August 18, 2021			
Claim	Highest Theoretical Damage Exposure	Reasonable Range of Damages and Penalties	
Failure to Provide Meal Breaks	\$ 227,296.12 (damages) and \$180,000.00 (civil penalties) for a total of \$407,296.12	\$0	\$113,648.06 (damages) and \$90,000.00 (civil penalties) for a total of \$203,648.06

	\$227,296.12 (damages) and \$180,000 (civil penalties) for a total of \$407,296.12	\$0	\$56,824.03 (damages) and \$45,000 (civil penalties) for a total of \$101,824.03.
Failure to Provide Rest Breaks			
Failure to Pay Minimum and Overtime Wages	\$375,867.54	\$0	\$187,933.77
Failure to Provide Accurate Wage Statements	\$90,000.00	\$0	\$90,000.00
Waiting Time Penalties	\$187,680.00	\$0	\$93,840.00
Total Damages (excluding attorneys' fees and interest):	\$1,468,139.78.00	\$0	\$677,245.86

Meal and Rest Periods

26. Plaintiff alleges that Defendant understaffed shifts and scheduled meal periods such that employees did not take their meal periods within the first five hours of a shift, were less than thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff alleges employees were not authorized to take rest periods due to understaffing. Expert analysis of the sample time records Defendant produced for 20 of the 84 Warehouse workers, and an extrapolation of the result of the analysis to all 84 Warehouse workers revealed the following findings: (1) Approximately 31,202 shifts greater than 3 and a half hours and 28,855 shifts greater than 5 hours; (2) Out of the 28,855 shifts greater than 5 hours, the estimated meal period violation rate is 50.3%, or 14,533 potential shifts with a violation, while avoiding double counting of shifts with both a late or short or missing second meal period, and impacting 2,679 pay periods.

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

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

1 or provide Plaintiff his meal and rest periods.

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

6 30. Third, expert analysis revealed evidence of 8,061 potentially short meal periods (i.e. less
7 than 30 minutes) and 2,340 potentially “late” meal periods (i.e. started after the fifth hour), but many
8 of the “meal period violations” are just a few minutes short or late. Furthermore, in opposition to
9 any motion for class certification, Defendant will has represented it will present declarations from
10 dozens of employees attesting to Defendant’s lawful meal and rest period policies and practices, and
11 how employees personally chose to skip, delay or shorten breaks on their own without any influence
12 from Defendant

13 31. . Therefore, based on the foregoing and the “Discounted Factors” described above, these
14 claims should be discounted. After taking into account the foregoing considerations and the
15 Discount Factors, I have assessed the combined value of the meal and rest period claims, inclusive
16 of civil penalties, at between **\$0** and **\$305,472.09**.

17 32. More specifically, the high end of the realistic range for the meal period claim accounts
18 for all the Discount Factors to consider the best scenario of a trier of fact finding for liability and
19 damages as half of the 50.3% violation rate (14,533 shifts divided by 2 = 7,266.5 multiplied times
20 average final rate of pay of \$15.64 per hour = \$113,648.06) and \$100 in civil penalties under PAGA
21 for half of the eligible pay periods during the PAGA period (i.e. approximately 1,800 wage
22 statements since August 18, 2019 divided by 2 = 900 multiplied times \$100 = \$90,000.00) for a total
23 of \$203,648.06 as the realistic case scenario for the meal period claim.

24 33. For the rest periods, the risk to Plaintiff is greater due to the additional consideration of
25 a lack of rest period recordkeeping requirement. Therefore, I estimate the best case scenario at one
26 quarter of a 50.3% violation rate found in the meal period records. The calculation is as follows:
27 14,533 shifts divided by 4 = 3,633.25 multiplied times average final rate of pay of \$15.64 per hour
28 = \$56,824.03; and \$100 in civil penalties under PAGA for one quarter of the eligible pay periods

(1,800 divided by 4 = 450) multiplied times \$100 = \$45,000, for a total of \$101,824.03 as the realistic best case scenario for the rest period claim.

Minimum Wage and Overtime Claim

34. Based on Plaintiff's experiences and discussion with other Warehouse workers, Plaintiff alleges that the lack of sufficient staffing and relief coverage effectively forced Class Members to work off-the-clock before and after their shifts for about 10-15 minutes per day, to complete all assigned duties, particularly at the end of the day after clocking out, including clean-up work and sometimes a security screening prior to leaving the premises. Plaintiff further alleges that even a cursory comparison and review of employees' time cards and corresponding wage statements evidences clear underpayment of wages based on the hours worked as indicated in the time cards.

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

36. For example, Defendant will simply argue: (i) that Plaintiff will not be able to present any evidence of a company-wide, uniform policy requiring employees to work off-the-clock and (ii) it cannot be held liable because it did not know employees were actually performing work off-the-clock.

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

1 38. Expert analysis of the 20-employee sample of time cards and wage statements, and
2 extrapolation to all 84 class members, revealed that, in the aggregate, Defendant underpaid
3 Warehouse workers by 14,696 minutes (244.93 hours), across 249 paychecks, but overpaid
4 Warehouse workers by 39,129 minutes (652.15 hours), across 1,078 paychecks, for a net
5 overpayment of 407.22 hours.

6 39. Defendant's maximum exposure for 15 minutes of unpaid wages per day is calculated
7 as follows: 33,396 shifts x 15 minutes per shift divided by 60 (minutes per hour) = 8,349 unpaid
8 hours during the class period. 8,349 x \$15.64 average hourly rate x 1.5 overtime rate (assuming all
9 off the clock work should have been paid overtime wages) = \$195,867.54. PAGA civil penalties
10 could theoretically be as high as \$180,000.00 (\$100 civil penalty x 1,800 eligible pay periods since
11 August 18, 2019), for a total theoretical exposure of \$375,867.54 for Plaintiffs' minimum wage and
12 overtime claims.

13 40. However, based on certain Discount Factors (i.e. lack of common evidence such as
14 express policies and customer deadlines), the lack of documentary evidence, and Defendant's ability
15 to garner numerous declarations in support of its defense to this claim creates uncertainty. , I estimate
16 that a more realistic high end of exposure discounts the top end by at least 50% of the highest
17 theoretical amount, leaving a more realistic range of recovery between \$0 and \$187,933.77.

18 **Wage Statement Claim**

19 41. Plaintiff alleges that Defendant failed to provide Plaintiff with timely and accurate wage
20 statements as a derivative claim of the foregoing allegations for failure to provide breaks, pay for
21 all hours worked, and improper overtime premium pay. Plaintiff also alleges Labor Code section
22 226 damages should apply to an anomaly on certain Warehouse workers wage statements that label
23 some of them as "Salaries-Warehouse" and omit their regular rate of pay and hours worked at that
24 rate of pay. This claim will likely fail at the class certification stage and/or at trial.

25 42. Defendant provided wage statements with the itemized information, as required under
26 Cal. Lab. Code section 226, to its Warehouse workers, including Plaintiff, on a semi-monthly basis.
27 To the extent this claim is derivative of the claims set forth above - that Plaintiff's wage statements
28 were not accurate because Plaintiff was not paid an additional hour of pay when he was not provided

1 meal and rest periods, not paid for all hours worked, and not properly compensated for all overtime
2 premium pay - the claim bears the same risk for failure as the factual reasons discussed above.

3 43. Additionally, to the extent Plaintiff alleges wage statement violations for the Warehouse
4 workers labeled as “Salaries-Warehouse” because their wage statements omit their regular rate of
5 pay and hours worked at that rate of pay, that will most likely not be considered the type of omission
6 that creates damages. The wage statement does include the gross wages earned at the regular rate
7 of pay, and Plaintiff’s overtime rate and overtime hours from which Plaintiff can promptly and easily
8 determine their regular rate and hours worked during that pay period (i.e. multiply the overtime rate
9 by 2/3 to determine the regular rate.). [See, e.g., *Price v. Starbucks Corp.* (2011) 192 Cal.App.4th
10 1136, 1143; and *Morgan v. United Retail, Inc.* (2010) 186 Cal.App.4th 1136, 1147.] As such, there
11 is no need to reference other documents or information.

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

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

19 46. Defendant issued approximately 1,800 wage statements since August 18, 2019 (one year
20 prior to the filing of the Complaint). Assuming all wages statements dating back one year prior to
21 the filing of the complaint are inaccurate, then the Defendant is liable for no more than a range
22 between \$90,000 to \$180,000 depending upon the application of penalties from Labor Code Section
23 226 penalties (1,800 x \$50 or \$100 = \$90,000- \$180,000.) Therefore, in light of these considerations
24 and the Discount Factors, Plaintiff assessed the settlement value of the wage statement claim at
25 between **\$0 and \$180,000**.

26 **Waiting Time Penalties**

27 47. This claim is based on Plaintiff’s allegations that an extra hour of pay was not provided
28 when meal or rest breaks were not provided, and that Warehouse workers were not paid all minimum

1 and overtimes premium wages. On the assumption that all 50 formerly employed Warehouse
2 workers are owed some unpaid wages, then the highest theoretical amount for potential waiting time
3 penalties is calculated as follows: 50 former employees x 30 days x 8 hours per day x \$15.64 average
4 hourly wage = \$187,680.00. However, for the reasons discussed above, it will be difficult for
5 Plaintiff to present substantial common evidence that he and the putative class members were not
6 paid all wages due at the time of termination as to all formerly employed Warehouse workers.

7 48. Additionally, actions for violations of Labor Code's meal break provisions do not entitle
8 employees to pursue the derivative waiting time and itemized wage statement penalties. [See
9 *Naranjo v. Spectrum Security Services, Inc.*, *supra*, 40 Cal.App.5th 444.) Moreover, nothing in the
10 data indicates any willful violation necessary to trigger Labor Code section 203 waiting time
11 penalties anyway. As such, I estimate that the reasonable best case scenario is 50% of the theoretical
12 best case scenario of \$187,680.00. Therefore, a reasonable range of potential waiting time penalties
13 is **\$0 to \$93,840**.

14 49. On October 4, 2022, I gave notice to the Labor and Workforce Development Agency of
15 the proposed settlement and request for final approval. A true and correct copy of that notice is
16 attached hereto as **Exhibit B**.

17 50. On October 4, 2022, I extrapolated the cost and time sheet entries for this matter
18 maintained through my firm's Legal Practice Management Software Clio. Attached hereto as
19 **Exhibit C** is a true and correct copy of the record maintained on my Clio practice management
20 software for cost incurred. Attached hereto as **Exhibit D** is a true and correct copy of the record
21 maintained on my Clio practice management software for time entries regarding this case

22 51. Attached hereto as **Exhibit E** is a true and correct copy of the Laffey Fee Matrix.

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

25 Executed this 4th day of October 2022, in Irvine, California.

26
27 /s/ Armond M. Jackson

28 Armond M. Jackson

EXHIBIT A

1 ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation

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12 Attorney for Plaintiff
13 DIEGO DEGANTE

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

16
17 DIEGO DEGANTE, as an individual and on
18 behalf of other similarly situated employees

19 Plaintiff,

20 vs.

21 SUN LEE, INC., a California corporation;
22 and DOES 1 through 50, inclusive,
23 Defendants.

Case No.: 20STCV31759

Related Case: 21STCV07574

CLASS ACTION

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Assigned for all purposes to Judge Amy D.
Hogue, Dept. 7

Action Filed: August 18, 2020

IT IS HEREBY STIPULATED, by and between Plaintiff Diego Degante ("Plaintiff"), individually and on behalf of all others similarly situated, on the one hand, and Defendant Sun Lee, Inc. ("Defendant"), on the other hand, and subject to the approval of the Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class Action and PAGA Settlement ("Stipulation") and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation.

DEFINITIONS

1. "Action" means the putative class and representative action entitled *Diego Degante v. Sun Lee, Inc.*, in the Superior Court of California, County of Los Angeles, Case No. 20STCV31759.

2. "Class Counsel" means Jackson Law, APC, including, but not limited to, Armond M. Jackson, Esq.

3. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's litigation and resolution of the Action (not to exceed 33 1/3% of the sum of the Maximum Settlement Amount), and Class Counsel's expenses and costs reasonably incurred in connection with the Action (not to exceed \$10,000.00).

4. "Class Information" means information regarding Class Members that Defendant shall in good faith compile from its records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator and which the Settlement Administrator shall agree in writing to maintain in a secure manner. Class Information shall be transmitted in electronic form and shall include each Class Member's: full name; last known address; Social Security number; Qualified Pay Periods; Qualified PAGA Pay Periods.

5. "Class Members" means all hourly paid warehouse workers employed by Defendant in the State of California at any time during the Class Period.

6. "Class Notice" means the Notice of Class Action and PAGA Settlement,

1 substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and
2 which the Settlement Administrator shall mail to each Class Member explaining the terms of
3 this Stipulation and Settlement.

4 7. "Class Period" means the period from August 18, 2016 through October 13,
5 2021.

6 8. "Class Representative Service Award" means the amount that the Court
7 authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment and
8 PAGA Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution
9 of the Action.

10 9. "Complaint" means the operative Complaint on file in the Action, namely
11 Plaintiff's First Amended filed on November 20, 2020.

12 10. "Court" means the Superior Court of California for the County of Los Angeles.

13 11. "Defense Counsel" means Atkinson, Andelson, Loya, Ruud & Romo, including
14 Paul S. Fleck, David M. Lester and Joshua N. Lange.

15 12. "Defendant" means Defendant Sun Lee, Inc.

16 13. "Effective Date" of this Stipulation shall be the date of the Court's order
17 approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of
18 this Stipulation, the Court's Judgment "becomes final" upon the latter of: (a) if no appeal is
19 filed, the expiration date of the time for the filing or noticing of any appeal from, or other
20 challenge to, the Court's Judgment (i.e., 30 calendar days after notice of entry of the Court's
21 Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes
22 final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or
23 the final dismissal of any proceeding on review of any court of appeal decision relating to the
24 Judgment.

25 14. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll
26 taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
27 Payments that constitutes wages. The Employer's Share of Payroll Taxes shall be paid
28

1 separately from and in addition to the Maximum Settlement Amount.

2 15. "Exclusion Form" means the form which shall be sent by the Settlement
3 Administrator to each Class Member and by which Class Members may elect to be excluded
4 from the Action and Settlement, substantially in the form attached as **Exhibit 3**.

5 16. "Final Approval Hearing" means the hearing to be conducted by the Court after
6 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class
7 Members giving Class Members an opportunity to request exclusion from the Class and
8 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
9 finally approve the fairness, reasonableness and adequacy of the terms and conditions of the
10 Settlement, enter the Final Order and Judgment, and take other appropriate action.

11 17. "Final Order and Judgment" means the order and judgment to be entered by the
12 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
13 Parties and Participating Class Members.

14 18. "Individual Settlement Payment" means the amount payable from the Net
15 Settlement Amount to each Participating Class Member.

16 19. "Information Sheet" means the form that shall be prepared by the Settlement
17 Administrator and sent to each Class Member that sets forth that Class Member's Qualified Pay
18 Periods, Qualified PAGA Pay Periods, and estimated Individual Settlement Payment, as well as
19 the estimated PAGA Payment for each PAGA Group Member, substantially in the form
20 attached as **Exhibit 2**.

21 20. "LWDA" means the California Labor and Workforce Development Agency.

22 21. "Maximum Settlement Amount" means the maximum amount Defendant shall
23 have to pay in connection with this Settlement, by way of a common fund, which shall be
24 inclusive of all Individual Settlement Payments to Participating Class Members, the Class
25 Counsel Award, the Settlement Administration Costs, the Class Representative Service Award,
26 and the PAGA Settlement Amount. No portion of the Maximum Settlement Amount shall
27 revert to Defendant. Subject to Court approval and the terms of this Stipulation, the Maximum
28

1 Settlement Amount Defendant shall be required to pay is Two Hundred Eight Thousand Dollars
2 (\$208,000.00). The Employer's Share of Payroll Taxes shall be paid separately from and in
3 addition to the Maximum Settlement Amount.

4 22. "Net Settlement Amount" means the Maximum Settlement Amount, less the
5 Class Counsel Award, the PAGA Settlement Amount, the Settlement Administration Costs, and
6 the Class Representative Service Award.

7 23. "Notice Packet" means the packet of documents which shall be mailed to all
8 Class Members by the Settlement Administrator, including the Class Notice, the Exclusion
9 Form, the Objection Form, and the Information Sheet.

10 24. "Objection Form" means the form, attached as **Exhibit 4**, which Participating
11 Class Members who object to the terms of the Settlement must submit to the Settlement
12 Administrator by the Response Deadline.

13 25. "PAGA" means the Labor Code Private Attorneys General Act of 2004,
14 California Labor Code sections 2698, et seq.

15 26. "PAGA Group Members" means all hourly paid warehouse workers employed
16 by Defendant in the State of California at any time during the PAGA Period.

17 27. "PAGA Payment" means the amount payable from the PAGA Settlement
18 Amount to each PAGA Group Member.

19 28. "PAGA Period" means the period from August 21, 2019 (one year prior to the
20 date Plaintiff mailed his requisite notice to the LWDA pursuant to California Labor Code
21 Section 2698, et seq.) through October 13, 2021.

22 29. "PAGA Settlement Amount" means the portion of the Maximum Settlement
23 Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement
24 Amount is Five Thousand Dollars (\$5,000.00). Three Thousand Seven Hundred Fifty Dollars
25 (\$3,750.00) shall be paid by the Settlement Administrator directly to the LWDA. The
26 remaining One Thousand Two Hundred Fifty Dollars (\$1,250.00) shall be distributed to PAGA
27 Group Members as their PAGA Payment.

1 30. “Participating Class Members” means Plaintiff and all other Class Members who
2 do not submit a valid and timely Exclusion Form.

3 31. “Parties” means Plaintiff and Defendant.

4 32. “Plaintiff” means Plaintiff Diego Degante.

5 33. “Preliminary Approval Order” means the order to be issued by the Court
6 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
7 setting the date of the Final Approval Hearing and granting preliminary approval of the
8 Settlement set forth in this Stipulation, among other things.

9 34. “Qualified Pay Periods” means the total number of semi-monthly pay periods
10 that a Participating Class Member actually performed work for Defendant as an hourly paid
11 warehouse employee during the Class Period. Qualified Pay Periods will be calculated to
12 exclude semi-monthly pay periods in which a Participating Class Member did not perform any
13 work but earned compensation for non-work time such as vacation time, sick time, disability
14 leave, or other medical leave.

15 35. “Qualified PAGA Pay Periods” means the total number of semi-monthly pay
16 periods during the PAGA Period that PAGA Group Members actually performed work for
17 Defendant as an hourly paid warehouse employee. Qualified PAGA Pay Periods will be
18 calculated to exclude semi-monthly pay periods in which PAGA Group Members did not
19 perform any work but earned compensation for non-work time such as vacation time, sick time,
20 disability leave, or other medical leave.

21 36. “Released PAGA Claims” means all claims for civil penalties that could have
22 been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing
23 letter to the LWDA on August 21, 2020.

24 37. “Released Claims” with respect to the Participating Class Members (other than
25 Plaintiff) means all claims, rights, demands, liabilities, and causes of action of every nature and
26 description, as alleged in the Complaint, or based on the facts alleged in the Complaint,
27 including for meal and rest breaks; unpaid wages, including minimum wages, regular wages,
28

1 overtime and double time wages; wage statement violations; untimely wages, wages due
2 upon termination, civil and statutory penalties, and derivative claims.

3 38. "Released Claims," with respect to Plaintiff, on behalf of himself and each of his
4 heirs, representatives, successors, and assigns, means Plaintiff shall irrevocably,
5 unconditionally, and forever release any and all actions, causes of action, claims, administrative
6 claims, debts, demands, penalties, rights, costs, interest, attorneys' fees, obligations, judgments,
7 expenses, and/or liabilities, in law or in equity, whether known or unknown, contingent or
8 absolute, against the Released Parties arising out of or in any way connected to his employment
9 with Defendant concerning his Labor Code claims, including but not limited to: any and all
10 wage-and-hour claims arising under federal law and the laws of the State of California,

11 39. "Released Parties" means Defendant Sun Lee, Inc. and its parents, subsidiaries,
12 predecessors, successors, joint ventures, assigns, and each of its respective shareholders,
13 owners, officers, directors, managers, employees, operators, insurers, representatives, trustees,
14 attorneys, insurers, administrators, fiduciaries, beneficiaries, subrogates, and agents.

15 40. "Response Deadline" means the date sixty (60) days after the Settlement
16 Administrator mails the Notice Packet to Class Members and the last date on which Class
17 Members may submit an Exclusion Form or Objection Form.

18 41. "Settlement" means the final and complete disposition of the Action pursuant to
19 this Stipulation.

20 42. "Settlement Administration Costs" means the reasonable costs and fees of
21 administration of this Settlement to be paid to the Settlement Administrator from the Maximum
22 Settlement Amount, not to exceed Five Thousand Dollars (\$5,000.00), including, but not limited
23 to: (i) translation of Notice Packets into Spanish; (ii) printing and mailing and re-mailing (if
24 necessary) of Notice Packets to Class Members; (iii) preparing and submitting to Participating
25 Class Members and government entities all appropriate tax filings and forms; (iv) computing the
26 amount of and distributing Individual Settlement Payments, the PAGA Settlement Amount,
27 Class Representative Service Award, and Class Counsel Award; (v) processing and validating
28

1 Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal
2 Revenue Code; (vii) calculating and remitting to the appropriate government agencies all
3 employer and employee payroll tax obligations arising from the Settlement and preparing and
4 submitting filings required by law in connection with the payments required by the Settlement;
5 (viii) providing weekly updates to Class Counsel and Defense Counsel regarding the
6 administration of the Settlement; (ix) mailing a reminder postcard to any Class Member whose
7 settlement distribution check has not been negotiated within 60 days after the date of mailing;
8 and (x) posting the Judgment on the Settlement Administrator's website.

9 43. "Settlement Administrator" means Simpluris, Inc. ("Simpluris"). The experience
10 and qualification of Simpluris is set forth in the Declaration of Eric Springer on Behalf of
11 Simpluris, Inc., attached hereto as **Exhibit 5**.

12 44. "Total Qualified Pay Periods" means the total number of Qualified Pay Periods
13 worked by all Participating Class Members for Defendant during the Class Period.

14 45. "Total Qualified PAGA Pay Periods" means the total number of Qualified PAGA
15 Pay Periods worked by all PAGA Group Members for Defendant during the PAGA Period.

16 **RECITALS**

17 46. Procedural History. On August 18, 2020, Plaintiff his original class action
18 complaint, in the Los Angeles Superior Court, entitled *Diego Degante v. Sun Lee, Inc.*, Case No.
19 20STCV31759, alleging: (1) failure to pay minimum wages; (2) failure to pay overtime wages;
20 (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to provide and
21 maintain accurate itemized wage statements; (6) failure to pay timely wages upon termination;
22 as well as an addition claim for (7) unlawful business practices under Business and Professions
23 Code section 17200 et. Seq. Pursuant to Labor Code § 2699.3, on August 21, 2020, Plaintiff
24 provided written notice to the LWDA and Defendant of the specific provisions of the Labor
25 Code and applicable IWC Wage Order Plaintiff alleges Defendant violated. On November 20,
26 2020, Plaintiff filed his First Amended Complaint to add a PAGA representative action and
27 duplicative claims for failure to timely pay wages, and failure to unlawfully receive wages (the
28

1 “Complaint.”)

2 47. On August 18, 2021, Plaintiff and Defendant participated in a private mediation
3 with Eleanor Barr, Esq., and reached a settlement in principle after a full day of mediation. That
4 same day, with oversight and participation by the Mrs. Barr, the Parties entered into a
5 Memorandum of Understanding, subject to the Parties entering into a more comprehensive
6 written settlement agreement.

7 48. Prior to the mediation, the Parties engaged in formal discovery on classwide
8 issues. Plaintiff served a set of written discovery, including a Request for Production of
9 Documents and Special Interrogatories. Defendant served its responses on February 10, 2021.
10 The Parties agreed to limit the putative class to hourly, non-exempt employees who worked in
11 Defendant’s warehouse department in California during the putative class period. In its
12 response to the written discovery, Defendant agreed to complete a *Belaire West* notice
13 procedure prior to producing contact information for the putative class members. Defendant
14 also agreed to produce the time records and wage statements for a 25% sample of the putative
15 class members, upon completion of the *Belaire West* notice procedure. Defendant produced to
16 Plaintiff the class list of hourly, non-exempt warehouse employees who did not opt out of
17 having the contact information disclosed. Also prior to the mediation, Defendant produced to
18 Plaintiff for analysis all the time records and wage statements for roughly 25% of the hourly,
19 non-exempt warehouse employees, including Plaintiff Diego Degante, as well as the Employee
20 Handbook, including all wage and hour policies, the total class size, and the total number of pay
21 periods and estimated workweeks for all putative class members.

22 49. Benefits of Settlement to Plaintiff and Class Members. Plaintiff and Class
23 Counsel recognize the expense and length of continued proceedings necessary to litigate
24 Plaintiff’s disputes in the Action through trial and through any possible appeals. Plaintiff also
25 has taken into account the uncertainty and risks of the outcome of further litigation, and the
26 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
27 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
28

1 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
2 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
3 also have taken into account Defendant's agreement to enter into a settlement that confers
4 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
5 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
6 reasonable, and is in the best interests of all Class Members.

7 50. Defendant's Reasons for Settlement. Defendant has concluded that any further
8 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
9 Defendant's time, energy, and resources have been, and unless this Settlement is completed,
10 shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has
11 also taken into account the risks of further litigation in reaching its decision to enter into this
12 Settlement. Even though Defendant continues to contend that it is not liable for any of the
13 claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the
14 manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in
15 the Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff
16 have no merit and do not give rise to any liability, damages, restitution, penalties or other
17 payments. This Stipulation is a compromise of disputed claims. Nothing contained in this
18 Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation,
19 shall be construed or used as an admission by or against Defendant as to the merits or lack
20 thereof of the claims asserted in the Action. Defendant contends that it has complied with all
21 applicable state, federal and local laws.

22 TERMS OF SETTLEMENT

23 NOW THEREFORE, in consideration of the mutual covenants, promises, and
24 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

25 51. Binding Settlement. This Settlement shall bind the Parties, all Participating Class
26 Members, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and
27 the occurrence of the Effective Date.

1 52. Tax Liability. The Parties make no representations as to the tax treatment or
2 legal effect of the payments specified herein, and Class Members are not relying on any
3 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
4 Participating Class Members understand and agree that they shall be responsible for the
5 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
6 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
7 resulting from treatment of such payments as non-taxable, including the treatment of such
8 payments as not subject to withholding or deduction for payroll and employment taxes.

9 53. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
10 provision of this Stipulation, and no written communication or disclosure between or among the
11 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall
12 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
13 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
14 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
15 independent legal and tax counsel for advice (including tax advice) in connection with this
16 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any
17 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
18 communication or disclosure by any attorney or advisor to any other party to avoid any tax
19 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any
20 other party has imposed any limitation that protects the confidentiality of any such attorney's or
21 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
22 by the acknowledging party of the tax treatment or tax structure of any transaction, including
23 any transaction contemplated by this Stipulation.

24 54. Preliminary Approval of Settlement. After this Stipulation is fully executed,
25 Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby conditionally
26 certifying the Class for settlement purposes only and setting a Final Approval Hearing date.
27 The Parties agree to work diligently and cooperatively to have this Settlement presented to the
28

1 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other
2 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that
3 the conditional certification of the Class is for settlement purposes only and is in no way an
4 admission by Defendant in the Action or in any other proceeding that class certification is
5 proper.

6 55. Release by Plaintiff and Other Participating Class Members: Upon the
7 Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant,
8 Plaintiff and all other Participating Class Members shall be deemed to have released their
9 respective Released Claims against the Released Parties.

10 56. "Released Parties" means Defendant Sun Lee, Inc. and its parents, subsidiaries,
11 predecessors, successors, joint ventures, assigns, and each of its respective shareholders,
12 owners, officers, directors, managers, employees, operators, insurers, representatives, trustees,
13 attorneys, insurers, administrators, fiduciaries, beneficiaries, subrogates, and agents.

14 57. "Released Claims" with respect to the Participating Class Members (other than
15 Plaintiff) means all claims, rights, demands, liabilities, and causes of action of every nature and
16 description, as alleged in the Complaint, or based on the facts alleged in the Complaint,
17 including for meal and rest breaks; unpaid wages, including minimum wages, regular wages,
18 overtime and double time wages; wage statement violations; untimely wages, wages due
19 upon termination, civil and statutory penalties, and derivative claims.

20 58. "Released Claims." with respect to Plaintiff, on behalf of himself and each of his
21 heirs, representatives, successors, and assigns, means Plaintiff shall irrevocably,
22 unconditionally, and forever release any and all actions, causes of action, claims, administrative
23 claims, debts, demands, penalties, rights, costs, interest, attorneys' fees, obligations, judgments,
24 expenses, and/or liabilities, in law or in equity, whether known or unknown, contingent or
25 absolute, against the Released Parties arising out of or in any way connected to his employment
26 with Defendant concerning any and all wage-and-hour claims arising under federal law and the
27 laws of the State of California

1 59. Release of PAGA Claims. Upon the Settlement Administrator's receipt of the
2 total Maximum Settlement Amount from Defendant, Plaintiff and the State of California shall
3 be deemed to have released their respective Released PAGA Claims against the Released
4 Parties.

5 60. Settlement Administration.

6 a. Within fifteen (15) days of entry of the Preliminary Approval Order,
7 Defendant shall provide the Settlement Administrator with the Class Information for purposes
8 of mailing the Notice Packets to Class Members.

9 i. Notice by First Class U.S. Mail. Upon receipt of the Class
10 Information, the Settlement Administrator shall perform a search based on the National Change
11 of Address Database maintained by the United States Postal Service to update and correct any
12 known or identifiable address changes. Within fifteen (15) days after receiving the Class
13 Information from Defendant as provided herein, the Settlement Administrator shall mail copies
14 of the Notice Packet to all Class Members via regular First Class U.S. Mail in English and
15 Spanish. The Settlement Administrator shall exercise its best judgment to determine the current
16 mailing address for each Class Member. The address identified by the Settlement Administrator
17 as the current mailing address shall be presumed to be the most current mailing address for each
18 Class Member. The Parties agree that this procedure for notice provides the best practical
19 notice to Class Members and fully complies with due process.

20 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
21 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-
22 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
23 Settlement Administrator shall promptly attempt to determine a correct address by the use of
24 skip-tracing, or other type of automated search, using the name, address and/or Social Security
25 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
26 whose Notice Packet was returned as non-delivered, assuming another mailing address is
27 identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice
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1 Packet shall have their Response Deadline extended by fifteen (15) days from the date the
2 Settlement Administrator re-mails the Notice Packet. If these procedures are followed, notice to
3 Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
4 Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless
5 remain a Participating Class Member and shall be bound by all terms of the Settlement and the
6 Order and Final Judgment.

7 iii. Determination of Individual Settlement Payments. The
8 Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual
9 Settlement Payment under the terms of this Stipulation. If a Participating Class Member
10 disputes any aspect of his or her Individual Settlement Payment or number of Qualified Pay
11 Periods, that Participating Class Member may submit supporting evidence to the Settlement
12 Administrator as explained in the Information Sheet. Defendant's records regarding the number
13 of Qualified Pay Periods will be presumed correct, unless the Participating Class Member
14 provides documentation to the Settlement Administrator that establishes otherwise. The
15 Settlement Administrator will evaluate the evidence submitted by the Participating Class
16 Member and will make the final decision as to the number of Qualified Pay Periods that should
17 be applied and/or the Individual Settlement Payment to which the Participating Class Member
18 may be entitled. The Settlement Administrator's determination of the eligibility for and amount
19 of each Individual Settlement Payment shall be binding upon the Class Member and the Parties,
20 yet subject to review by Class Counsel, Defense Counsel, and the Court. In the absence of fraud
21 or gross negligence, Defendant's records shall be given the presumption of accuracy. If the
22 Settlement Administrator is unable to resolve the dispute, the Court may make an ultimate
23 decision with respect to the Participating Class Member's number of Qualified Pay Periods and
24 Individual Settlement Payment.

25 iv. Determination of PAGA Payments. The Settlement Administrator
26 shall determine the eligibility for, and the amounts of, each PAGA Payment under the terms of
27 this Stipulation. If a PAGA Group Member disputes any aspect of his or her PAGA Payment or
28

number of Qualified PAGA Pay Periods, that PAGA Group Member may submit supporting evidence to the Settlement Administrator as explained in the Information Sheet. The Settlement Administrator will evaluate the evidence submitted by the PAGA Group Member and will make the final decision as to the number of Qualified PAGA Pay Periods that should be applied and/or the PAGA Payment to which the PAGA Group Member may be entitled. The Settlement Administrator's determination of the eligibility for and amount of each PAGA Payment shall be binding upon the PAGA Group Members and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court. In the absence of fraud or gross negligence, Defendant's records shall be given the presumption of accuracy. If the Settlement Administrator is unable to resolve the dispute, the Court may make an ultimate decision with respect to the PAGA Group Member's number of Qualified PAGA Pay Periods and PAGA Payment.

v. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement shall be resolved by the Court.

b. Exclusions. The Class Notice shall explain that Class Members who wish to exclude themselves from the Class and Settlement must submit an Exclusion Form to the Settlement Administrator by the Response Deadline. The Exclusion Form: (1) must contain the name and address of the person requesting exclusion; (2) must be signed by the Class Member; and (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel and the Court, the date of the postmark on the return mailing envelope on the Exclusion Form shall be the exclusive means used by the Settlement Administrator to determine whether a Class Member has timely requested exclusion from the Settlement. Any Class Member who timely and properly requests to be excluded from the Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the terms of the Settlement, nor shall the Class Member have any right to object to the Settlement or appeal from the entry of the Final Order

1 and Judgment. Unless otherwise ordered by the Court, Class Members who do not submit a
2 valid and timely Exclusion Form on or before the Response Deadline shall be bound by all
3 terms of the Settlement and the Final Order and Judgment entered in this Action if the
4 Settlement is finally approved by the Court. No later than ten (10) days after the Response
5 Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list
6 of all Class Members who submitted a timely and valid Exclusion Form. The Settlement
7 Administrator shall authenticate all Exclusion Forms it receives as attachments to a declaration
8 submitted concurrently with Plaintiff's motion for final approval of the Settlement. A Class
9 Member who is also a PAGA Group Member and requests exclusion from the Settlement will
10 still be entitled to a PAGA Payment.

11 c. Defendant's Right to Void Settlement. If more than ten percent (10%) of
12 Class Members timely submit an Exclusion Form, Defendant shall have the exclusive right to
13 void this Settlement. Defendant shall make its election prior to the date of the Final Approval
14 Hearing. If Defendant decides to void the Settlement, then the Settlement and conditional class
15 certification shall be considered void, and neither the Settlement, conditional class certification,
16 nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties
17 shall stand in the same position, without prejudice, as if this Stipulation had been neither entered
18 into nor filed with the Court, and any and all monies paid by Defendant shall be returned to
19 Defendant with the exception the Settlement Administration Costs. Any Settlement
20 Administration Costs already incurred by the Settlement Administrator shall be paid by
21 Defendant to the Settlement Administrator.

22 D. Objections. The Class Notice shall state that Participating Class
23 Members who wish to object to the Settlement shall submit to the Settlement Administrator an
24 Objection Form by the Response Deadline. The Objection Form must (1) state the full name of
25 the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection;
26 and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator
27 at the specified address. Subject to review by Class Counsel, Defense Counsel, and the Court,
28

1 the date of the postmark on the return mailing envelope on the Objection Form shall be the
2 exclusive means used by the Settlement Administrator to determine whether a Class Member
3 has timely objected to the Settlement. Class Counsel shall ensure that all Objection Forms
4 submitted to the Settlement Administration will be filed concurrently with the final approval
5 papers. Participating Class Members may also appear at the Final Approval Hearing to object to
6 the Settlement, whether or not they have objected in writing or notified the Parties that they
7 intend to appear. If a Class Member does not submit an Objection Form or appear in person to
8 object, either personally or through counsel, such objection shall be deemed waived, unless
9 otherwise ordered by the Court. At no time shall any of the Parties, Class Counsel, or Defense
10 Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve a
11 Notice of Objection or appeal from the Final Order and Judgment.

12 e. Monitoring and Reviewing Settlement Administration. The Parties have
13 the right to monitor and review the administration of the Settlement to verify that the monies
14 allocated under the Settlement are distributed in a correct amount, as provided for in this
15 Stipulation.

16 f. Best Efforts. The Parties agree to use their best efforts to carry out the
17 terms of this Settlement.

18 61. Funding and Allocation of Maximum Settlement Amount. Class Members shall
19 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
20 no portion of the Maximum Settlement Amount shall revert to Defendant. The Maximum
21 Settlement Amount shall be paid by Defendant to the Settlement Administrator within 15 days
22 after the Effective Date. Defendant shall provide the Maximum Settlement Amount to the
23 Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire
24 transfer. If this Settlement is not finally approved by the Court in full, or is terminated,
25 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not
26 occur, then no Maximum Settlement Amount shall be paid.

27 iii. Individual Settlement Payments. Individual Settlement Payments
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1 shall be paid by the Settlement Administrator from the Net
2 Settlement Amount and shall be paid pursuant to the formula set
3 forth herein. Individual Settlement Payments shall be mailed by
4 the Settlement Administrator by regular First Class U.S. Mail to
5 each Participating Class Member's last known mailing address
6 within fourteen (14) days after Defendant provides the Settlement
7 Administrator with the total Maximum Settlement Amount.
8 Individual Settlement Payments shall be allocated as follows: 20%
9 as wages subject to all applicable tax withholdings, 40% as non-
10 wage penalties not subject to payroll tax withholdings, and 40% as
11 non-wage interest not subject to payroll tax withholdings. The
12 Settlement Administrator shall issue an IRS Form W-2 to each
13 Participating Class Member for the portion of the Individual
14 Settlement Payment allocated as wages and subject to all
15 applicable tax withholdings. The Settlement Administrator shall
16 issue an IRS Form 1099 to each Participating Class Member for
17 the portion of the Individual Settlement Payment allocated as non-
18 wage penalties and interest and not subject to payroll tax
19 withholdings. Defendant shall be responsible for its share of
20 payroll taxes due on the portion of the net settlement fund
21 allocated to wages, in addition to the Maximum Settlement
22 Amount.

23 i. Each Participating Class Member's Individual Settlement
24 Payment shall be calculated solely by the Settlement Administrator according to the following
25 formula: Defendant shall provide the Settlement Administrator with the Total Qualified Pay
26 Periods; the Settlement Administrator shall then (1) divide the Net Settlement Amount by the
27 Total Qualified Pay Periods and then (2) multiply each Participating Class Member's number of
28

1 Qualified Pay Periods by the result in (1) to obtain the amount of each Participating Class
2 Member's Individual Settlement Payment. The Parties estimate that Participating Class
3 Members will receive approximately \$25-\$30 per Qualified Pay Period based on estimated Net
4 Settlement Amount and estimated number of Total Qualified Pay Periods. The Individual
5 Settlement Payment will be reduced by any required legal deductions for each Participating
6 Class Member.

7 ii. Individual Settlement Payments shall be made by check and shall
8 be made payable to each Participating Class Member as set forth in this Stipulation.

9 iii. The back of each check issued to Participating Class Members
10 shall state as follows: "My signature hereon constitutes my declaration, under penalty of
11 perjury, that I am the individual to whom this check was made payable and serves as my full
12 and complete release of all 'Released Claims' as described more fully in the "Stipulation of
13 Class Action and PAGA Settlement."

14 iv. If an Individual Settlement Payment check remains uncashed after
15 Sixty (60) days from the date of mailing, the Settlement Administrator shall mail a reminder
16 postcard to the Participating Class Member. If an Individual Settlement Payment check remains
17 uncashed after One Hundred Eighty (180) days from the date of mailing, the Settlement
18 Administrator shall void the check and the funds from the voided check shall be distributed by
19 the Settlement Administrator to the California State Controller's Office Unclaimed Property
20 Fund in the name of the Participating Class Member.

21 iii. PAGA Payments. PAGA Payments shall be paid by the
22 Settlement Administrator from the Maximum Settlement Amount.
23 Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) shall be
24 paid by the Settlement Administrator directly to the LWDA within
25 fourteen (14) days after Defendant provides the Settlement
26 Administrator with the total Maximum Settlement Amount.
27 PAGA Group Members' PAGA Payments shall be paid by the
28

Settlement Administrator pursuant to the formula set forth herein. PAGA Payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each PAGA Group Member's last known mailing address within fourteen (14) days after Defendant provides the Settlement Administrator with the total Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment.

i. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide One Thousand Two Hundred Fifty Dollars (\$1,250.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member's PAGA Payment.

ii. PAGA Payments shall be made by check and shall be made payable to each PAGA Group Member as set forth in this Stipulation. The back of each check issued to PAGA Group Members shall state as follows: "My signature hereon constitutes my declaration, under penalty of perjury, that I am the individual to whom this check was made payable and serves as my full and complete release of all 'PAGA Released Claims' as described more fully in the "Stipulation of Class Action and PAGA Settlement."

iii. If a PAGA Group Member's PAGA Payment check remains uncashed after Sixty (60) days from the date of mailing, the Settlement Administrator shall mail a reminder postcard to the PAGA Group Member. If a PAGA Group Member's PAGA Payment check remains uncashed after One Hundred Eighty (180) days from the date of

mailing, the Settlement Administrator shall void the check and the funds from the voided check shall be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in the name of the PAGA Group Member.

iv. Individual Settlement Payments and PAGA Payments shall be issued to Participating Class Members in one check.

c. Individual Settlement Payments Do Not Trigger Employment Relationship or Additional Benefits. All monies received by Participating Class Members under the Settlement which are attributable to wages shall constitute income to such Participating Class Members solely in the year in which such monies actually are received by the Participating Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Payments shall not entitle any Participating Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement Payments provided for in this Stipulation are the sole payments to be made by Defendant to Participating Class Members in connection with this Settlement, with the exception of Plaintiff and PAGA Group Members, and that the Participating Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any collective bargaining agreement or in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

D. Class Representative Service Award. Subject to Court approval, Plaintiff shall be paid a Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000.00), or any lesser amount as awarded by the Court, for his time and effort in bringing and prosecuting the Action and for releasing his Released Claims. Defendant agrees not to oppose or object to this request if it complies with the terms of this Stipulation. The Class

1 Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount
2 no later than fourteen (14) days after Defendant provide the Settlement Administrator with the
3 total Maximum Settlement Amount. The Settlement Administrator shall issue an IRS Form
4 1099 to Plaintiff for his Class Representative Service Award. Plaintiff shall be solely and
5 legally responsible to pay any and all applicable taxes on his respective Class Representative
6 Service Award and shall hold harmless Defendant, Class Counsel, and Defense Counsel from
7 any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class
8 Representative Service Award. The Class Representative Service Award shall be made in
9 addition to Plaintiff's Individual Settlement Payment and PAGA Payment. Any amount
10 requested by Plaintiff for the Class Representative Service Award and not awarded by the Court
11 shall become part of the Net Settlement Amount and shall be distributed to Participating Class
12 Members as part of their Individual Settlement Payments.

13 e. Class Counsel Award. Subject to Court approval, Class Counsel shall be
14 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (33 1/3%) of
15 the sum of the Maximum Settlement Amount, which amounts to Sixty-Nine Thousand Three-
16 Hundred and Twenty-Six Dollars and zero cents (\$69,326.40). In addition, subject to Court
17 approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class
18 Counsel's prosecution of the Action in an amount not to exceed Ten Thousand Dollars
19 (\$10,000.00). Class Counsel shall provide the Settlement Administrator with a properly
20 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
21 Class Counsel Award approved by the Court. Defendant shall not oppose or object to Class
22 Counsel's request for a Class Counsel Award that complies with the terms of this Stipulation.
23 In the event the Court awards Class Counsel less than Sixty-Nine Thousand Three Hundred and
24 Twenty-Six Dollars and zero cents (\$69,326.40) in attorneys' fees and/or less than Ten
25 Thousand Dollars (\$10,000.00) in costs, the difference shall become part of the Net Settlement
26 Amount and shall be distributed to Participating Class Members as part of their Individual
27 Settlement Payments. Class Counsel shall be paid any Court-approved attorneys' fees and costs
28

1 no later than fourteen (14) days after Defendant provide the Settlement Administrator with the
2 total Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to
3 pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue
4 an IRS Form 1099 to Class Counsel for the Class Counsel Award. This Settlement is not
5 conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or
6 costs.

7 f. Settlement Administration Costs. The Settlement Administrator shall be
8 paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are
9 estimated not to exceed Five Thousand Dollars (\$5,000.00). Any portion of the estimated or
10 designated Settlement Administration Costs that are not in fact required to fulfill the total
11 settlement administration costs shall become part of the Net Settlement Amount. Prior to
12 Plaintiff filing a motion for final approval of this Settlement, the Settlement Administrator shall
13 provide the Parties with a statement detailing the Settlement Administration Costs to date. The
14 Parties agree to cooperate in the settlement administration process and to make all reasonable
15 efforts to control and minimize Settlement Administration Costs.

16 i. The Parties each represent they do not have any financial interest
17 in the Settlement Administrator or otherwise have a relationship with the Settlement
18 Administrator that could create a conflict of interest.

19 ii. The Settlement Administrator shall keep the Parties timely
20 apprised of the performance of all Settlement Administrator responsibilities required by the
21 Settlement. The Settlement Administrator shall be authorized to establish a Qualified
22 Settlement Fund ("QSF") pursuant to IRS rules and regulations in which the Maximum
23 Settlement Amount shall be placed and from which payments required by the Settlement shall
24 be made.

25 iii. The Settlement Administrator shall be entitled to withdraw from
26 the QSF its Settlement Administration Costs no earlier than fourteen (14) days after Defendant
27 provides the Settlement Administrator with the total Maximum Settlement Amount.

1 62. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

2 Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
3 determine whether to grant final approval of the Settlement, including determining the amounts
4 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award;
5 and (iii) the PAGA Settlement Amount. Prior to the Final Approval Hearing, the Settlement
6 Administrator shall provide a written report or declaration to the Parties describing the process
7 and results of the administration of the Settlement to date, which report or declaration shall be
8 filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final
9 approval of the Settlement, the Settlement Administrator shall post notice of final judgment on
10 its website within ten (10) calendar days of entry of the Final Order and Judgment.

11 63. Nullification of Settlement. In the event: (i) the Court does not enter the

12 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
13 Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final
14 for any other reason, this Stipulation shall be rendered null and void, any order or judgment
15 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning
16 and this Stipulation and any documents related to it shall not be used by any Class Member or
17 Class Counsel to support any claim or request for class certification in the Action, and shall not
18 be used in any other civil, criminal or administrative action against Defendant or any of the
19 other Released Parties. Any Settlement Administration Costs already incurred by the Settlement
20 Administrator shall be paid to the Settlement Administrator by Defendant. In the event an
21 appeal is filed from the Court's Final Order and Judgment, or any other appellate review is
22 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
23 other appellate review. Any fees incurred by the Settlement Administrator prior to it being
24 notified of the filing of an appeal from the Court's Final Order and Judgment, or any other
25 appellate review, shall be paid by Defendant to the Settlement Administrator.

26 64. No Admission by Defendant. Defendant denies all claims alleged in the Action

27 and deny all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and
28

1 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
2 shall be used against Defendant as an admission or indication with respect to any claim of any
3 fault, concession, or omission by Defendant or that class certification is proper under the
4 standard applied to contested certification motions. The Parties stipulate and agree to the
5 certification of the proposed class for settlement purposes only. As part of this Settlement,
6 Defendant shall not be required to enter into any consent decree nor shall Defendant be required
7 to agree to any provision for injunctive or prospective relief. The Parties further agree that this
8 Stipulation will not be admissible in this or any other proceeding as evidence that either (i) a
9 class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other
10 than according to the terms of this Stipulation.

11 65. Exhibits and Headings. The terms of this Stipulation include the terms set forth
12 in any attached Exhibits, which are incorporated by this reference as though fully set forth
13 herein. The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive
14 headings of any paragraphs or sections of this Stipulation are inserted for convenience of
15 reference only.

16 66. Interim Stay of Action. The Parties agree to stay and to request that the Court
17 stay all proceedings in the Action, except such proceedings necessary to implement and
18 complete the Settlement and enter the Final Order and Judgment. In the event that the
19 Settlement does not become final and/or the Effective Date does not occur for any reason, the
20 Parties further agree that, pursuant to Code of Civil Procedure § 583.330(a), the time beginning
21 on August 18, 2021 through the date on which the interim stay of proceedings is lifted shall not
22 be included in computing the five-year period specified in Code of Civil Procedure § 583.310
23 for each of the Action.

24 67. Amendment or Modification. This Stipulation may be amended or modified only
25 by a written instrument signed by counsel for all Parties or their successors-in-interest and the
26 Court's approval.

27 68. Entire Agreement. This Stipulation and any attached Exhibits constitute the
28

entire agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in this Stipulation and its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

69. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. The person signing this Stipulation on behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Stipulation and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation Agreement. Hence, in any construction made of this Stipulation, the same shall not be construed against any of the Parties.

70. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

71. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

72. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

73. This Settlement Is Fair, Adequate and Reasonable. Plaintiff represents that this Settlement is a fair, adequate, and reasonable settlement of the Action and that he has arrived at

1 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,
2 present and potential.

3 74. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
4 Court shall retain jurisdiction with respect to the interpretation, implementation, and
5 enforcement of the terms of this Stipulation and all orders and judgments entered in connection
6 therewith, and the Parties, Class Counsel, and Defense Counsel submit to the jurisdiction of the
7 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
8 Stipulation and all orders and judgments entered in connection therewith.

9 75. Invalidity of Any Provision. Before declaring any term or provision of this
10 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
11 provisions valid to the fullest extent possible consistent with applicable precedents so as to
12 define all provisions of this Stipulation as valid and enforceable.

13 76. Binding Nature of Notice of Class Action Settlement. It is agreed that because
14 the Class Members are so numerous, it is impossible or impractical to have each Class Member
15 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature
16 of the Settlement, and the release of Released Claims and shall have the same force and effect as
17 if this Stipulation were executed by each Participating Class Member.

18 77. Confidentiality. Plaintiff and Class Counsel agree that they have not and will not
19 publish the Settlement.. In response to any inquiries Plaintiff will state that "the case was
20 resolved and it was resolved confidentially." Class Counsel shall not report the Settlement in
21 any medium or in any publication, shall not post or report anything regarding the claims of
22 Plaintiff or the Class or the Resolution on their website, and shall not contact any reporters or
23 media regarding the Resolution. However, Plaintiff and Class Counsel are authorized to make a
24 limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the
25 Settlement and are further authorized to publicize only the amount and type of the settlement
26 without disclosing the identity of case. This disclosure is limited to court filings and Plaintiff
27 nor his counsel or representatives are permitted to disseminate or publish, distribute or discuss
28

1 the information provided to the Court in those filings outside the filings themselves and any
2 hearing held on those filings, unless ordered otherwise by the Court. The Parties agree the
3 Confidentiality provision contained herein is in the best interest of Class Members in order to
4 protect their anonymity in connection with the Settlement and will not impede Class Counsel's
5 ability to discharge fiduciary duties.

6 78. Settlement Website. The Settlement Administrator shall set up a settlement
7 website where Class Members may also obtain up-to-date information on the matter and
8 hearings including any change of the date or location of any hearings in connection with this
9 Settlement, and notice of final judgment. The URL of the settlement website shall be expressly
10 included in the Class Notice.

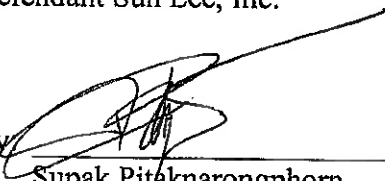
11 **Signatures on Next Page.**

1 Dated: _____, 2021

Plaintiff Diego Degante

2
3
4 Dated: _____, 2021

Defendant Sun Lee, Inc.

5
6 By: 
7 Supak Pitaknarongphorn

8 Title: PRESIDENT

9
10 **APPROVED AS TO FORM:**

11
12 Dated: _____, 2021

Jackson Law, APC

13
14
15 By: _____
16 Armond M. Jackson
17 Attorney for Plaintiff
18 DIEGO DEGANTE

19 Dated: _____, 2021

Atkinson, Andelson, Loya, Ruud & Romo

20
21 By: _____
22 Paul S. Fleck
23 David M. Lester
24 Joshua N. Lange
25 Attorneys for Defendant
26 SUN LEE, INC.

1 Dated: February 15, 2021

Diego Degante
Plaintiff Diego Degante

2
3
4 Dated: _____, 2021

Defendant Sun Lee, Inc.

5
6
7 By: _____
Supak Pitaknarongphorn

8 Title: _____

9
10 **APPROVED AS TO FORM:**

11
12 Dated: February 15, 2021

Jackson Law, APC

13
14
15 By: Armond Jackson
Armond M. Jackson
Attorney for Plaintiff
DIEGO DEGANTE

16
17
18
19 Dated: 02/15, ²⁰²²~~2021~~

Atkinson, Andelson, Loya, Rud & Romo

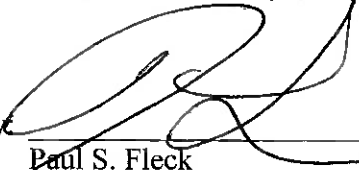
20
21 By: 
Paul S. Fleck
David M. Lester
Joshua N. Lange
Attorneys for Defendant
SUN LEE, INC.

EXHIBIT B

EXHIBIT C

Activities Export

10/04/2022

12:57 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/12/2022	\$	Case Anywhere Invoice 263594 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$120.00	-	\$120.00
07/21/2022	\$	Mail Out - Signed W9 requested by thirsd party administration ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	1.00	\$0.57	-	\$0.57
06/08/2022	\$	Caseanywhere Invoice 255104 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$120.00	-	\$120.00
03/16/2022	\$	Mail Out: Case Management Statement Address: Supo Pitaknarongphorn 19300 GREEN OAKS ROAD YORBA LINDA CA 92886 ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	1.00	\$0.73	-	\$0.73
03/07/2022	\$	Case Anywhere Invoice 246576 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$126.00	-	\$126.00
02/16/2022	\$	One Legal - Invoice 13520579 ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	1.00	\$19.20	-	\$19.20
12/08/2021	\$	Case Anywhere Invoice 238355 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$144.00	-	\$144.00
10/15/2021	\$	Nationwide Legal Invoice OC74104 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$99.30	-	\$99.30
							\$0.00 0.00h	\$8,518.65 0.00h

Activities Export

10/04/2022

12:57 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/15/2021	\$ ● Unbilled	One Legal Invoice 13273495	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$80.20	-	\$80.20
09/03/2021	\$ ● Unbilled	CaseAnywhere Invoice □230005	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$126.00	-	\$126.00
08/25/2021	\$ ● Unbilled	Vcourt Remote Appearances	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$15.00	-	\$15.00
08/17/2021	\$ ● Unbilled	BARR Mediation Invoice No.1107	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$5,150.00	-	\$5,150.00
08/16/2021	\$ ● Unbilled	Downloaded related case complaint.	00198-Degante Class Action /PAGA	Armond Jackson	1.00	\$13.80	-	\$13.80
06/25/2021	\$ ● Unbilled	Nationwide Legal OC62999	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$72.95	-	\$72.95
06/03/2021	\$ ● Unbilled	Caseanywhere invoice□221587	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$120.00	-	\$120.00
04/27/2021	\$ ● Unbilled	Vcourt Remote Appearance	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$15.00	-	\$15.00
04/06/2021	\$ ● Unbilled	Vcourt Remote Appearance	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$15.00	-	\$15.00
03/31/2021	\$ ● Unbilled	Nationwide Legal Invoice OC54268	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$57.40	-	\$57.40
03/05/2021	\$ ● Unbilled	Caseanywhere invoice □213301	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$100.80	-	\$100.80
							\$0.00 0.00h	\$8,518.65 0.00h

Activities Export

10/04/2022

12:57 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/10/2020	\$	Vcourt Remote Appearance ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$15.00	-	\$15.00
12/09/2020	\$	Nationwide Legal Invoice OC43298 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$54.45	-	\$54.45
11/23/2020	\$	Janney and Janney Inv 3927529 Service of Process, Routine, Urban Area Not Found, 11/20/2020 PARTY TO SERVE: Sun Lee, Inc., A California Corporation ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$75.00	-	\$75.00
11/20/2020	\$	Janney and Janney 4012756 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$75.00	-	\$75.00
11/20/2020	\$	Nationwide Legal Inv OC42337 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$53.55	-	\$53.55
11/09/2020	\$	Nationwide Legal invoice OC40783 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$75.20	-	\$75.20
11/06/2020	\$	Vcourt Remote Appearance ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$15.00	-	\$15.00
08/25/2020	\$	Check 1010 Filing fee LWDA ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$75.00	-	\$75.00
08/25/2020	\$	Mailed out: PAGA Filing Fee LWDA ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$0.50	-	\$0.50
							\$0.00 0.00h	\$8,518.65 0.00h

Activities Export

10/04/2022

12:57 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/21/2020	\$	Certified Mail Receipts ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	2.00	\$4.25	-	\$8.50
08/21/2020	\$	Nationwide Filing Fee Order No.OC33485 ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$1,674.85	-	\$1,674.85
07/23/2020	\$	Mailed out: Request for Personnel fille ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	1.00	\$0.65	-	\$0.65
							\$0.00 0.00h	\$8,518.65 0.00h

EXHIBIT D

Activities Export

10/04/2022

12:55 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/12/2022	 	Processed Invoice and added Expense ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	0.05h	\$125.00	-	\$6.25
07/12/2022	 	Drafted final approval motion ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	3.09h	\$640.00	-	\$1,977.60
07/11/2022	 	Drafted Final Approval Motion. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	3.42h	\$640.00	-	\$2,188.80
06/02/2022	 	Continued final approval motion ● Unbilled	00198-Degante Class Action /PAGA	Anthony Filer	0.83h	\$0.00	-	\$0.00
05/27/2022	 	Began drafting Final Approval Motion ● Unbilled	00198-Degante Class Action /PAGA	Anthony Filer	1.26h	\$0.00	-	\$0.00
04/12/2022	 	Review notice of rulings ● Unbilled	00198-Degante Class Action /PAGA	Anthony Filer	0.07h	\$0.00	-	\$0.00
04/05/2022	 	Prepared for CMC ● Unbilled	00198-Degante Class Action /PAGA	Anthony Filer	1.55h	\$0.00	-	\$0.00
03/16/2022	 	Administration: Created new expense postage fee for Case Management Statement. ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.01h	\$0.00	-	\$0.00
03/16/2022	 	Administration: Created mail out envelope for Case Management Statement. ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.02h	\$0.00	-	\$0.00
03/16/2022		Administration: Updated POS and	00198-Degante	Norma	0.08h	\$0.00	-	\$0.00
					140.58h		\$0.00 0.00h	\$83,212.65 140.58h

Activities Export

10/04/2022

12:55 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		subsequent filing for Case Management Statement . ● Unbilled	Class Action /PAGA	Gourdine				
03/14/2022	🕒	Administration: Process certificate of service ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.01h	\$0.00	-	\$0.00
03/14/2022	🕒	Administration: Updated Status Conference re: Status of Motion for Preliminary Approval of Settlement to new date per minute order ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.03h	\$0.00	-	\$0.00
03/14/2022	🕒	Administration: Process minute order (re: 21STCV07574) ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.01h	\$0.00	-	\$0.00
03/14/2022	🕒	Administration: Calendared OLDTF file motion for final approval. ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.06h	\$0.00	-	\$0.00
03/14/2022	🕒	Administration: Calendared FINAL fairness hearing ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.03h	\$0.00	-	\$0.00
03/14/2022	🕒	Administration: Process minute order e-served for 03/10/2022 ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.02h	\$0.00	-	\$0.00
03/07/2022	🕒	Administration: Calendared deadline for tentative ruling. ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.10h	\$0.00	-	\$0.00
					140.58h		\$0.00	\$83,212.65
							0.00h	140.58h

Activities Export

10/04/2022

12:55 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/07/2022	 	Administration: Process tentative Ruling. ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.03h	\$0.00	-	\$0.00
02/17/2022	 	Administration: (PAGA) Process One Legal Invoice. ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.03h	\$0.00	-	\$0.00
02/17/2022	 	Administration: Create new expense entry for One Legal Invoice 13520579. \$19.20 ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.02h	\$0.00	-	\$0.00
02/16/2022	 	Administration: (CLASS) Process CONFORMED copy of Supplemental Declaration of AJ ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.03h	\$0.00	-	\$0.00
02/16/2022	 	Administration: Deleted from calendar Case Management Conference- D.Degante under incorrect class ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.04h	\$0.00	-	\$0.00
02/15/2022	 	Drafted supplemental PA motion. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	1.90h	\$640.00	-	\$1,216.00
02/15/2022	 	Called client to request signature, explain document; signed on his behalf and AJ's; served opposing counsel. ● Unbilled	00198-Degante Class Action /PAGA	Yesenia Villalba	0.25h	\$145.00	-	\$36.25
01/05/2022	 	Administration: Saved: Minute Oder.	00198-Degante Class Action /PAGA	Norma Gourdine	0.03h	\$0.00	-	\$0.00
					140.58h		\$0.00 0.00h	\$83,212.65 140.58h

Activities Export

10/04/2022

12:55 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
11/22/2021	🕒	Administration: Rcvd document via mail : Defendants Notice of Motion document already saved in Clients Folders ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.06h	\$0.00	-	\$0.00
11/18/2021	🕒	Administration: Process Notice of Ruling. ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.04h	\$0.00	-	\$0.00
11/18/2021	🕒	Administration: Process Notice of Ruling. ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.02h	\$0.00	-	\$0.00
11/01/2021	🕒	Process document "Notice of Related Case" Case No. 20STCV31759 and Related Case (21STCV07574). ● Unbilled	00198-Degante Class Action /PAGA	Norma Gourdine	0.02h	\$0.00	-	\$0.00
10/27/2021	🕒	Transferred CT notes from Monday.com ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	0.10h	\$125.00	-	\$12.50
10/18/2021	🕒	updated ct notes ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	0.10h	\$125.00	-	\$12.50
10/14/2021	🕒	Downloaded Minute Order ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	0.10h	\$125.00	-	\$12.50
10/13/2021	🕒	Called client to ask him to sign declaration, client came to sign and had some questions about his	00198-Degante Class Action /PAGA	Yesenia Villalba	0.50h	\$145.00	-	\$72.50
					140.58h		\$0.00	\$83,212.65
							0.00h	140.58h

Activities Export

10/04/2022

12:55 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		case. I explain and read to him the declaration in Spanish. ● Unbilled						
10/13/2021	🕒	Finalized preliminary approval for class action motion. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	3.20h	\$640.00	-	\$2,048.00
10/07/2021	🕒	Reviewed email from opposing counsel. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.30h	\$640.00	-	\$192.00
10/04/2021	🕒	Client communications to obtain signature on settlement agreement. Client came in person to sign and processed the doc and updated in monday.com ● Unbilled	00198-Degante Class Action /PAGA	Yesenia Villalba	0.34h	\$145.00	-	\$49.30
10/04/2021	🕒	Reviewed and finalized settlement agreement. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.70h	\$640.00	-	\$448.00
10/04/2021	🕒	Drafted preliminary approval papers. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	3.70h	\$640.00	-	\$2,368.00
10/04/2021	🕒	Reviewed settlement agreement. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.60h	\$640.00	-	\$384.00
10/01/2021	🕒	called court clerk to inquire a reservation date for motion. ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	0.10h	\$125.00	-	\$12.50
					140.58h		\$0.00	\$83,212.65
							0.00h	140.58h

Activities Export

10/04/2022

12:55 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/24/2021	 Unbilled	Reviewed settlement agreement.	00198-Degante Class Action /PAGA	Armond Jackson	1.94h	\$640.00	-	\$1,241.60
08/19/2021	 Unbilled	Reviewed status conference statement.	00198-Degante Class Action /PAGA	Armond Jackson	0.20h	\$640.00	-	\$128.00
08/18/2021	 Unbilled	Helped client set up zoom for mediation	00198-Degante Class Action /PAGA	Maria Ocampo	0.10h	\$125.00	-	\$12.50
08/18/2021	 Unbilled	Prepared for and sat for mediation.	00198-Degante Class Action /PAGA	Armond Jackson	9.00h	\$640.00	-	\$5,760.00
08/18/2021	 Unbilled	Interpret for Mediation	00198-Degante Class Action /PAGA	Yesenia Villalba	0.25h	\$145.00	-	\$36.25
08/18/2021	 Unbilled	mediation	00198-Degante Class Action /PAGA	Andrea Fernandez	5.00h	\$300.00	-	\$1,500.00
08/17/2021	 Unbilled	Called client to remind him of Mediation and to bring a mask and his cellphone with charger.	00198-Degante Class Action /PAGA	Yesenia Villalba	0.02h	\$145.00	-	\$2.90
08/16/2021	 Unbilled	Contacted Mr. Degante in regards mediation, he prefers to be present since he does not know how to use his phone. Explained to him what a Mediation is.	00198-Degante Class Action /PAGA	Yesenia Villalba	0.17h	\$145.00	-	\$24.65
08/16/2021	 Unbilled	Drafted mediation brief.	00198-Degante Class Action /PAGA	Armond Jackson	5.70h	\$640.00	-	\$3,648.00
					140.58h		\$0.00 0.00h	\$83,212.65 140.58h

Activities Export

10/04/2022

12:55 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/13/2021		Reviewed and continued to analyze class data.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	4.10h	\$640.00	-	\$2,624.00
08/13/2021		Reviewed email re: class size etc..  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.30h	\$640.00	-	\$192.00
08/12/2021		Analyzed class data.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	3.80h	\$640.00	-	\$2,432.00
08/09/2021		Analyzed class data.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	6.40h	\$640.00	-	\$4,096.00
08/06/2021		Analyzed class data.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	4.90h	\$640.00	-	\$3,136.00
08/05/2021		Analyzed class data.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	7.90h	\$640.00	-	\$5,056.00
08/04/2021		Reviewed class data and meeting with counsel.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.50h	\$640.00	-	\$320.00
08/03/2021		Analyzed class data.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	5.90h	\$640.00	-	\$3,776.00
08/02/2021		Analyzed class data.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	6.40h	\$640.00	-	\$4,096.00
07/29/2021		Downloaded Class Data  Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	0.10h	\$125.00	-	\$12.50
06/25/2021		Sent stipulation.  Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.50h	\$640.00	-	\$320.00
					140.58h		\$0.00 0.00h	\$83,212.65 140.58h

Activities Export

10/04/2022

12:55 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/17/2021	 Unbilled	Read and reviewed email.	00198-Degante Class Action /PAGA	Armond Jackson	0.30h	\$640.00	-	\$192.00
06/09/2021	 Unbilled	Mediation discussion with oc.	00198-Degante Class Action /PAGA	Armond Jackson	0.30h	\$640.00	-	\$192.00
04/06/2021	 Unbilled	Attended status conference.	00198-Degante Class Action /PAGA	Armond Jackson	0.80h	\$640.00	-	\$512.00
04/06/2021	 Unbilled	Attended status conference.	00198-Degante Class Action /PAGA	Armond Jackson	0.80h	\$640.00	-	\$512.00
04/02/2021	 Unbilled	scheduled court hearing through LA Connect	00198-Degante Class Action /PAGA	Maria Ocampo	0.09h	\$125.00	-	\$11.25
03/22/2021	 Unbilled	Drafted email re: extension to motion to compel.	00198-Degante Class Action /PAGA	Armond Jackson	0.20h	\$640.00	-	\$128.00
03/16/2021	 Unbilled	Client called asking for status, I sent an email to AJ, he provided status and gave to client.	00198-Degante Class Action /PAGA	Yesenia Villalba	0.07h	\$145.00	-	\$10.15
03/11/2021	 Unbilled	served discovery	00198-Degante Class Action /PAGA	Maria Ocampo	0.04h	\$125.00	-	\$5.00
03/11/2021	 Unbilled	Finalized special interrogatories set two.	00198-Degante Class Action /PAGA	Armond Jackson	0.50h	\$640.00	-	\$320.00
02/24/2021	 Unbilled	Formatted Separate Statements for Motion.	00198-Degante Class Action /PAGA	Yesenia Villalba	0.55h	\$145.00	-	\$79.75
					140.58h		\$0.00 0.00h	\$83,212.65 140.58h

Activities Export

10/04/2022

12:55 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
02/23/2021	🕒	Formatted Discovery Motions (RFP and SI); created folders. ● Unbilled	00198-Degante Class Action /PAGA	Yesenia Villalba	0.95h	\$145.00	-	\$137.75
02/23/2021	🕒	Met and conferred w/ opposing counsel. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.50h	\$640.00	-	\$320.00
02/19/2021	🕒	Drafted MC letter. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.70h	\$640.00	-	\$448.00
02/10/2021	🕒	downloaded respondents documents and production of documents ● Unbilled	00198-Degante Class Action /PAGA	Maria Ocampo	0.09h	\$125.00	-	\$11.25
01/11/2021	🕒	Drafted Belaire West notice. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.41h	\$640.00	-	\$262.40
12/16/2020	🕒	Finalized discovery. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	1.50h	\$640.00	-	\$960.00
12/10/2020	🕒	Prepared for and attended status conference. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.50h	\$640.00	-	\$320.00
12/02/2020	🕒	Drafted Join Report ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	2.35h	\$640.00	-	\$1,504.00
11/20/2020	🕒	Drafted FAC. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.90h	\$640.00	-	\$576.00
					140.58h		\$0.00 0.00h	\$83,212.65 140.58h

Activities Export

10/04/2022

12:55 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/12/2020		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. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	6.90h	\$640.00	-	\$4,416.00
11/11/2020		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. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	6.30h	\$640.00	-	\$4,032.00
09/11/2020		Analyzed regarding upcoming court hearings. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	0.30h	\$640.00	-	\$192.00
08/21/2020		Finalized PAGA letter. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	1.20h	\$640.00	-	\$768.00
08/17/2020		Finalized complaint for filing. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	2.30h	\$640.00	-	\$1,472.00
08/14/2020		Drafted Complaint. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	3.50h	\$640.00	-	\$2,240.00
08/12/2020		Drafted class action complaint. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	2.00h	\$640.00	-	\$1,280.00
08/12/2020		Drafted PAGA Letter. ● Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	1.00h	\$640.00	-	\$640.00
					140.58h		\$0.00 0.00h	\$83,212.65 140.58h

Activities Export

10/04/2022

12:55 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/11/2020	 	Drafted PAGA letter. Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	3.50h	\$640.00	-	\$2,240.00
08/05/2020	 	Pre-Lawsuit Investigation of the Key Facts with a Focus on Class Certification Elements, Including Adequacy, Typicality, Superiority and Commonality. Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	5.20h	\$640.00	-	\$3,328.00
08/04/2020	 	Researched case theory, drafted and filed complaint. Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	4.90h	\$640.00	-	\$3,136.00
08/03/2020	 	Pre-Lawsuit Investigation of the Key Facts with a Focus on Class Certification Elements, Including Adequacy, Typicality, Superiority and Commonality. Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	4.60h	\$640.00	-	\$2,944.00
07/23/2020	 	Automated tasks. Unbilled	00198-Degante Class Action /PAGA	Armond Jackson	1.30h	\$440.00	-	\$572.00
					140.58h		\$0.00 0.00h	\$83,212.65 140.58h

EXHIBIT E

LAFFEY MATRIX

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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.