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

CARMELLA JONES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PREVAIL RESOURCES LLC, a Texas limited
liability company; F2ONSITE, business entity
form unknown; and DOES 1 through 100,

Defendants.

Case No.: 20STCV29860

*[Assigned for all purposes to the Hon.
Maren Nelson, Dept. SSC-17]*

**DECLARATION OF PAUL K.
HAINES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: January 4, 2023
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: August 7, 2020
Trial Date: December 5, 2022

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of Haines Law Group, APC, and counsel for the
3 named Plaintiff Carmella Jones (“Plaintiff”) and the Aggrieved Employees in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
8 *cum laude*. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
9 located in Encino, California. I also spent a semester in law school working as an extern for the
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on
13 employment litigation. In September 2007, I began working as an associate attorney at the
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to
15 its website is the “largest U.S.-based law firm exclusively devoted to representing management
16 in every aspect of labor and employment law.” While at Littler Mendelson, I was primarily
17 staffed on wage and hour class actions venued in both state and federal courts, and I also worked
18 on a number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
21 particular, I received a wide-array of wage and hour class action experience performing the
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
23 from state court to federal court; drafting and responding to written discovery; drafting and
24 opposing discovery related motions; arguing discovery related motions; drafting motions to
25 consolidate related matters; interviewing putative class members and obtaining declarations in
26 connection with class certification; drafting oppositions to motions for class certification;
27 drafting motions for decertification following class certification; conducting exposure analyses
28 to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class

1 certification and potential damages resulting from such claims; drafting mediation briefs; serving
2 as the primary contact to in-house counsel; deposing named plaintiffs and putative class
3 members; deposing retained expert witnesses; and defending the depositions of corporate
4 witnesses. In short, I played an integral role in all aspects of litigation from the inception of a
5 matter through and beyond class certification. I also supervised the work of several junior
6 attorneys who were staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I
12 performed the same job duties as described in the immediately preceding paragraph. In addition
13 to working on wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a
14 number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor
15 Standards Act (“FLSA”), as well as California-specific claims under Rule 23 of the Rules of
16 Civil Procedure.

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
20 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
21 and my law firm is currently responsible for prosecuting over fifty (50) wage and hour class
22 actions filed in both State and Federal courts throughout California. A few examples of the
23 matters in which I have been appointed as Class Counsel, all of which have been granted final
24 approval, include the following: *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California
25 Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding; *Prado v.*
26 *Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court,
27 Central District of California, Honorable Judge John F. Walter, presiding; *Tesla Motors Wage*
28 *and Hour Litigation*, JCCP 4792, California Superior Court, Santa Clara County, Judge Peter H.

1 Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District
2 Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding;
3 *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206, California Superior Court,
4 County of San Luis Obispo, Honorable Judge Charles S. Crandall, presiding; *Nunez v.*
5 *CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los
6 Angeles, Honorable Judge John Shepard Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line*
7 *Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles,
8 Honorable Judge Elihu M. Berle presiding. *Morales v. Caremeridian, LLC, et al.*, Case No.
9 BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger
10 presiding; *Rodrigues v. CP Kelco U.S., Inc.*, Case No. 37-2017-00004339-CU-OE-CTL,
11 California Superior Court, County of San Diego, Honorable Judge Joel R. Wohlfeil, presiding;
12 *Sandoval v. Rotational Molding, Inc.*, Case No. BC640678, Superior Court of California, County
13 of Los Angeles, Honorable Judge William F. Highberger presiding; *Gooding v. Vita-Mix Corp.,*
14 *et al*, Case No. 2:16-cv-03898-ODW (JEMx), United States District Court for the Central District
15 of California, Honorable Judge Otis D. Wright II presiding.

16 7. I have also moved to certify and have received an order certifying a class action
17 and/or conditionally certifying a collective action, in the following cases: *Medeiros v. Vortex*
18 *Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC, California Superior
19 Court, County of Orange, Honorable Judge Gail A. Andler, presiding (certifying a class of
20 employees who were misclassified as independent contractors); *Javine v. San Luis Ambulance*
21 *Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District Court, Central District
22 of California, Honorable Judge Beverly Reid O'Connell, presiding (conditionally certifying an
23 unpaid FLSA overtime wage class); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-
24 3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge
25 John F. Walter, presiding (certifying a rest period violation class and conditionally certifying an
26 FLSA unpaid overtime wage class); *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG,
27 United States District Court, Northern District of California, Honorable Judge Haywood S.
28 Gilliam, Jr., presiding (conditionally certifying an unpaid FLSA overtime wage class); *Vega v.*

1 *Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District Court,
2 Eastern District of California, Honorable Jennifer L. Thurston, presiding (conditionally certifying
3 an unpaid FLSA overtime wage class); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-
4 2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
5 William Claster, presiding (certifying unpaid overtime wage class and waiting time penalty
6 class); *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC,
7 California Superior Court, County of Orange, Honorable Glenda Sanders, presiding (certifying
8 piece rate pay plan classes, expense reimbursement class, wage statement class, and waiting time
9 penalties class); *Ontiveros v. Safelite Fulfillment, Inc.*, et al, Case No. CV 15-7118-DMG
10 (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee
11 presiding (certifying six classes of employees for rest period violations, wage statement
12 violations, meal period violations, and overtime and double-time violations); *Vazquez, et al v.*
13 *Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States District Court,
14 Southern District of California, Honorable William Q. Hayes presiding (certifying six classes of
15 employees for unpaid wages, meal period violations, wage statement violations, and waiting time
16 penalties); *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-
17 WHA, United States District Court, Northern District of California, Honorable William H. Alsup
18 presiding (certifying three classes of employees for unlawful wage deductions, wage statement
19 violations, and waiting time violations); *Perez v. Sunbelt Rentals, Inc.* Case No. 37-2018-
20 00026405-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Eddie C.
21 Sturgeon presiding (certifying class of employees for wage statement violations); *Staublein v.*
22 *Wells Fargo Bank, N.A.*, Case No. CIV DS1712267, San Bernardino Superior Court, Hon. David
23 S. Cohn presiding (certifying wage statement class); and *Bowlin-Burdick, et al v. Life Care*
24 *Centers of America, Inc.*, Case No. BC657139, Los Angeles County Superior Court, Honorable
25 Maren E. Nelson presiding (certifying four classes for meal period violations, rest period
26 violations, wage statement violations, and waiting time penalties).

27 8. Of particular relevance to this case, I served as lead or co-lead counsel for the
28 plaintiff and aggrieved employees in several PAGA-only settlements, including but not limited

1 to:

- 2 • *Pentinio v. Southern Wine and Spirits of America, Inc.*, Case No. BC570234,
3 California Superior Court, County of Los Angeles, Honorable Judge Maureen
4 Duffy-Lewis, presiding, approved by the Court on January 19, 2016;
- 5 • *Resendez v. Bridgestone Retail Operations, LLC*, Case No. BC596892, California
6 Superior Court, County of Los Angeles, Honorable Judge Marc Marmaro
7 presiding, approved by the Court on June 13, 2016;
- 8 • *Canul v. Basmat, Inc.*, Case No. BC674940, California Superior Court, County of
9 Los Angeles, Honorable Judge Teresa A. Beaudet presiding, approved by the
10 Court on August 22, 2018;
- 11 • *Silva v. CitiStaff Solutions, Inc.*, Case No. BC620115, California Superior Court,
12 County of Los Angeles, Honorable Judge David S. Cunningham III presiding,
13 approved by the Court on November 19, 2018;
- 14 • *Cruz v. Fleetwash, Inc.*, Case No. 19STCV03033, California Superior Court,
15 County of Los Angeles, Honorable Judge Stuart M. Rice presiding, approved by
16 the Court on October 7, 2019; and
- 17 • *Ibarra v. Baker Commodities, Inc.*, Case No. 19STCV06148, California Superior
18 Court, County of Los Angeles, Honorable Yolanda Orozco presiding, approved
19 by the Court on September 30, 2020.

20 9. In 2015, 2016, and 2017, Thomson Reuters recognized me as a Top Young
21 Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an
22 honor awarded to no more than two and a half percent of attorneys under the age of forty in
23 Southern California each year. In 2018, 2019, and 2020, Thomson Reuters recognized me as a
24 “Super Lawyer,” an honor awarded to no more than five percent of attorneys in Southern
25 California each year.

26 10. As counsel for Plaintiff and Aggrieved Employees in this case, I have been
27 intimately involved in every aspect of this case from its inception through the present, and I
28 believe the proposed Settlement is an excellent result.

1 11. Defendant Prevail Resources LLC dba F2Onsite (“F2Onsite”) provided on-
2 demand technical support to individuals and businesses throughout California up to February 21,
3 2021. On or about February 21, 2021, F2Onsite ceased operating in California.

4 12. On August 7, 2020, Plaintiff provided written notice to the LWDA and F2Onsite
5 asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various
6 Labor Code sections and her intent to file a civil lawsuit under the PAGA. A true and correct copy
7 of Plaintiff’s PAGA letter is attached hereto as **Exhibit 2**.

8 13. On August 7, 2020, Plaintiff filed a Class Action Complaint titled *Carmella Jones*
9 *v. Prevail Resources LLC, et al*, Los Angeles County Superior Court Case No. 21STCV29860.

10 14. On October 14, 2020, after the prescribed 65-day waiting period under Labor Code
11 § 2699.3(a)(2)(A), Plaintiff filed her operative First Amended Class Action and Representative
12 Action Complaint, adding a cause of action for civil penalties under the PAGA. On July 8, 2021,
13 F2Onsite filed its Motion to Compel Arbitration and Request for Stay of Plaintiff’s PAGA Action
14 (“Motion to Compel”). On September 3, 2021, the Court granted F2Onsite’s Motion to Compel
15 and dismissed Plaintiff’s class claims, but denied F2Onsite’s request to stay Plaintiff’s PAGA
16 claim.

17 15. In connection with mediation, F2Onsite provided Plaintiff with extensive informal
18 discovery. F2Onsite produced timekeeping and payroll records for Plaintiff and all Aggrieved
19 Employees during the PAGA Period, as well as all relevant policy documents, and relevant data
20 points necessary for a 1-year PAGA exposure analysis. This discovery allowed the Parties to
21 evaluate the strength of Plaintiff’s claims and F2Onsite’s defense thereto.

22 16. On March 16, 2022, the Parties attended a full-day mediation with mediator
23 Jeffrey Krivis, Esq. a well-respected wage and hour class-action mediator. During mediation, the
24 Parties vigorously debated Plaintiff’s ability to proceed on a representative basis, the legal basis
25 for Plaintiff’s claims and F2Onsite’s defenses, the potential amount of civil penalties, and the
26 Parties’ data analyses and conclusions based thereon. With the assistance of Mr. Krivis, the
27 Parties agreed to fully and finally resolve Plaintiff’s PAGA claim, and subsequently negotiated
28 and finalized the Settlement now before the Court.

1 17. A true and correct copy of the fully-executed Settlement Agreement is attached
2 hereto as **Exhibit 1**. The proposed Explanatory Letter to be mailed to Aggrieved Employees with
3 their settlement payments is attached as **Exhibit A** to the Settlement Agreement. The Settlement
4 provides for F2Onsite to pay a Gross Settlement Amount (“GSA”) of \$65,000.00. After deducting
5 amounts for requested attorneys’ fees, attorneys’ costs, Plaintiff’s enhancement award, and
6 settlement administration costs, the Settlement provides for the Net Settlement Amount (“NSA”)
7 to be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Lab. Code §
8 2699(i). All portions distributed to Aggrieved Employees shall be distributed pro rata based on
9 the proportional number of pay periods worked by each Aggrieved Employee for F2Onsite in
10 California during the PAGA Period. This settlement is non-reversionary, and does not require
11 Aggrieved Employees to submit claim forms to reap financial benefit from the Settlement. Based
12 on a GSA of \$65,000.00, the total amount paid to Aggrieved Employees is estimated at \$7,837.82,
13 with approximately \$23,513.46 paid to the LWDA. According to information provided by
14 F2Onsite, the number of Aggrieved Employees is approximately 22. Thus, the average payment
15 to Aggrieved Employees is estimated at \$356.26.

16 18. Plaintiff argues that she and other Aggrieved Employees, who were paid on a
17 piece-rate basis, but were not separately compensated for time spent completing pre- and post-
18 appointment tasks (i.e., non-productive time). As a result, Plaintiff alleges she and other
19 Aggrieved Employees were not paid at least the minimum wage for all hours worked. Plaintiff
20 also argues that F2Onsite also failed to pay Plaintiff and Aggrieved Employees at least minimum
21 wage for all hours worked due to F2Onsite’s policy and practice of compensating its non-exempt
22 employees at a set amount per appointment regardless of the amount of time required to complete
23 each appointment. F2Onsite argues that all work performed by piece-rate employees was directly
24 related to the activities that were being compensated, and therefore, did not need to be separately
25 compensated. F2Onsite also argues that its policies/practices comply with California law and that
26 it paid all wages owed to Aggrieved Employees throughout the PAGA Period. F2Onsite further
27 argues that any questions of non-productive time would be highly individualized, as there are no
28 records or other common evidence of time spent on potentially non-productive tasks, thereby

1 making it difficult for Plaintiff to proceed on a representative basis.

2 19. As for Plaintiff's unpaid overtime claim, Plaintiff alleges that she and other
3 Aggrieved Employees worked in excess of 8 hours per day and/or 40 hours per week and were
4 not compensated at one and one-half times their regular rate for all hours worked in excess of 8
5 hours per day and/or 40 hours per week as a result of being compensated solely on a piece-rate
6 basis as described above. F2Onsite argues that Plaintiff and other Aggrieved Employees worked
7 very little if any overtime hours during the PAGA Period, and thus the claim had limited value.

8 20. As for Plaintiff's rest period claim, Plaintiff alleges that she and Aggrieved
9 Employees worked shifts in excess of 3.5 hours, and were not provided with a paid rest period
10 for every 4-hour period worked, or major fraction thereof, because F2Onsite's piece-rate
11 compensation plan failed to separately compensate Plaintiff and Aggrieved Employees for
12 required rest periods at the correct rate of pay. As a result, Plaintiff alleges she and other
13 Aggrieved Employees were not provided with compensated rest periods or rest periods
14 compensated at the correct rate of pay as required by Industrial Welfare Commission Wage Order
15 4, § 12(A). F2Onsite contends that it has always maintained lawful written rest period policies,
16 including the number, duration, and frequency of rest periods, and that they have always
17 authorized and permitted rest periods in accordance with those policies.

18 21. With respect to Plaintiff's meal period claim, Plaintiff alleges that F2Onsite failed
19 to provide employees with all required meal periods, such that first meal periods often began after
20 five hours of work, and F2Onsite failed to provide second meal periods during shifts in excess of
21 10.0 hours. F2Onsite contends that it has always maintained compliant written meal period
22 policies, including provision of both first and second meal periods. Furthermore, F2Onsite asserts
23 that any late or short meal periods was the result of employee choice rather than any policy or
24 practice of F2Onsite. F2Onsite also contends that, in practice, it has always provided employees
25 with the *opportunity* to take second meal periods on shifts over 10.0 hours, but that employees
26 choose to waive second meal periods, as they are entitled to do under Labor Code section 512(a).

27 22. Plaintiff also alleged that F2Onsite failed to reimburse her and other Aggrieved
28 Employees for the required use of their personal computers and equipment, vehicles, and personal

cellular phones for daily work activities. F2Onsite argues that that it was rare, if ever, that Plaintiff and Aggrieved Employees were required to use their personal computers and equipment, vehicles, and personal cellular phones for business purposes. F2Onsite also contends that any cellular phone expenses would be minimal due to the availability of low-cost cellular phone plans.

23. F2Onsite further maintains that even if the Court awarded PAGA penalties for any of the alleged violations, the Court would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2) (authorizing reduction in PAGA penalties “if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”). Indeed, F2Onsite argues, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law.

24. Based on data provided by F2Onsite, there were approximately 673 pay periods during the PAGA limitations period. Assuming an “initial” violation rate of \$100 per pay period under Labor Code § 2699(f) (*see Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008) (holding “initial” violation rate applies to PAGA penalties until employer is notified by Labor Commissioner or a court that it violated Labor Code)), and assuming that Plaintiff could prove a violation in each and every pay period, Plaintiff estimated a **maximum** potential PAGA exposure of \$67,300 (673 “initial” violations * \$100). The proposed \$65,000.00 GSA therefore represents approximately 96.6% of Plaintiff’s **maximum** potential PAGA exposure, while avoiding the risks of proceeding through trial.

25. My office is requesting attorneys’ fees of one-third of the Gross Settlement Amount (“GSA”) (i.e., \$21,666.67). Based on my experience in similar wage and hour class and representative actions in California state courts, fee awards in matters such as this one generally equal about one-third of the gross recovery. In addition, and as explained below and in the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent basis. This case also involved nuanced legal issues, including F2Onsite’s obligations to compensate piece-rate employees for all non-productive time, obligations to “provide” meal periods and “authorize and permit” rest

periods, as well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations. F2Onsite was also represented by experienced wage-and-hour litigation counsel. Thus, the requested fee award is fair, reasonable and adequate and should be approved.

26. The requested fee award is also supported by counsel's lodestar. Including expected future hours incurred in connection with the hearing on this Motion and overseeing settlement distribution, my firm has a lodestar of approximately \$96,162.50 without the use of any multiplier, resulting in a *negative* multiplier compared to the \$21,666.67 fee request. A general summary showing the number of hours of work performed by each attorney and the paralegals from my firm is set forth below:

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (17th Year Attorney)	\$675	25.2	\$17,010.00
Tuvia Korobkin (13th Year Attorney)	\$650	65.9	\$42,835.00
Neil M. Larsen (11th Year Attorney)	\$550	15.8	\$8,690.00
Alexandra R. McIntosh (6th Year Attorney)	\$400	60.1	\$24,040.00
Firm Paralegals	\$175	20.5	\$3,587.50
Total Lodestar			\$96,162.50

27. My proposed hourly rate of \$675, Mr. Korobkin's proposed hourly rate of \$650, Mr. Larsen's proposed hourly rate of \$550, and Ms. McIntosh's proposed hourly rate of \$400 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. In addition, the respective hourly rates requested by the attorneys at my firm are in line with the current *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**. The *Laffey* Matrix has been recognized by California courts as "a widely recognized compilation of attorney and paralegal rates based on various levels of experience." *Theme Promotions, Inc. v. News America Mktg. FSI, Inc.*, 731 F.Supp.2d 937, 948 (N.D. Cal. 2010); *see also Reed v. 1-800 Contacts, Inc.*, No. 12-cv-02359 JM (BGS), 2014 WL 29011 at **8-9 (S.D. Cal. Jan. 2, 2014) (cross-checking requested hourly rates against the *Laffey* Matrix and finding that "the *Laffey* matrix lends further

credibility” to counsel’s requested hourly rates).

28. My office has expended significant time and effort in this case, including but not limited to: conducting extensive research regarding the merits of Plaintiff’s claims, her ability to recover PAGA civil penalties, and F2Onsite’s potential defenses; conducting significant analysis of the data and information produced by F2Onsite, and using this data and analysis to draft a comprehensive mediation brief and exposure analysis; attending a full-day mediation; and preparing and negotiating the Settlement, this Motion and supporting declarations. Counsel also opposed F2Onsite’s Motion to Compel. My office will also oversee the settlement administration process and work with the administrator to prepare a post-disbursement declaration. Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff’s counsel was great.

29. Since undertaking representation of Plaintiff, my firm has dedicated substantial resources to this litigation without receiving any compensation to date. My office is requesting reimbursement of \$4,982.05 in total costs. A summary of the costs incurred by my office in connection with this case is attached hereto as **Exhibit 3**. These costs include filing fees, service fees, copying costs, and other expenses that were all reasonably incurred in the prosecution of this litigation on behalf of Plaintiff and the Aggrieved Employees.

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1 30. I believe the requested \$5,000 enhancement award to Plaintiff is reasonable given
2 Plaintiff's efforts in this case and the risks she undertook on behalf of Aggrieved Employees.
3 Plaintiff provided substantial factual information and documents to my office, assisted in
4 identifying potential witnesses, and otherwise assisted in the prosecution of this case. Plaintiff
5 also undertook significant risk in the event this case were lost as well as the reputational risk
6 inherent in suing a former employer on a representative basis. Accordingly, I believe Plaintiff's
7 requested enhancement award is reasonable.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed on August 30, 2022, at El Segundo, California.

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12 Paul K. Haines
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EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement" or "Agreement") is made and entered into between Plaintiff Carmella Jones ("Plaintiff"), acting in a Private Attorney General capacity, and Defendant Prevail Resources, LLC dba F2Onsite ("F2Onsite" or "Defendant").

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means the matter entitled *Carmella Jones v. Prevail Resources LLC, et al.*, Los Angeles Superior Court Case No. 21STCV29860 and as set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency ("LWDA Letter") dated on or about August 7, 2020.

2. "Aggrieved Employees" means all current and former non-exempt employees who worked at least one pay period for F2Onsite in California at any time during the PAGA Period. F2Onsite represents that there are approximately 22 Aggrieved Employees.

3. "Complaint" means the First Amended Class and Representative Action Complaint entitled *Carmella Jones v. Prevail Resources LLC, et al.*, Los Angeles Superior Court Case No. 21STCV29860, filed on October 14, 2020.

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

5. "Effective Date" means the date the Court enters an order approving the Settlement and entering judgment thereon.

6. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. "LWDA" means the California Labor and Workforce Development Agency.

8. "Gross Settlement Amount" is the non-reversionary sum of Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00), which represents the total all-in amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's Counsel's fees and costs, payment of Plaintiff's enhancement award and payment to the Settlement Administrator for administration costs.

9. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff's Counsel's fees up to one-third of the Gross Settlement Amount, currently estimated at \$21,666.67; (b) Plaintiff's verified costs up to \$15,000.00; (c) Plaintiff's enhancement award of \$5,000.00; and (d) verified administration costs up to \$2,000.00.

10. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time-period from April 6, 2019 through February 21, 2021.

12. “Released Parties” means Defendant and its former, present and future parent companies, subsidiaries (direct or indirect), divisions, predecessors, concepts, related or affiliated companies, insurers, reinsurers, successors, and assigns, and each of their current and former shareholders, officers, directors, employees, attorneys, and agents thereof, both individually and in their business capacities, and each of their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities.

13. “PAGA Released Claims” means any and all claims, liquidated or unliquidated, that were asserted or could have been asserted based on the facts set forth in the operative pleading in the Action and/or notice submitted to the LWDA in connection with the Action, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant with respect to work performed for F2Onsite during the PAGA Period, including claims for PAGA civil penalties based on alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 222, 223, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2084, California Industrial Commission Wage Orders, and California Code of Regulations Title 8 §§ 11040, 11000 et seq., and all claims for attorneys’ fees and costs and statutory interest in connection therewith, which arose from April 6, 2019 to February 21, 2021.

14. “Parties” means Plaintiff and Defendant, collectively.

15. “Plaintiff” means Carmella Jones.

16. “Plaintiff’s Counsel” means Paul K. Haines, Tuvia Korobkin, and Alexandra R. McIntosh of Haines Law Group, APC.

17. “Settlement Administrator” means Phoenix Class Action Administration Solutions.

II. RECITALS

1. Plaintiff alleges that with regard to the Aggrieved Employees, Defendant: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3) failed to authorize and permit rest periods; (4) failed to provide legally compliant meal periods; (5) failed to reimburse all necessary expenditures; (6) failed to provide accurate, itemized wage statements; and (7) engaged in unfair business practices, all of which result in liability for civil penalties under the PAGA.

2. On August 7, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Paragraph II.1 above.

3. On August 7, 2020, Plaintiff filed the initial Class Action Complaint in the Action.

4. On October 14, 2020, Plaintiff filed the operative First Amended Class and Representative Action Complaint, adding a cause of action for civil penalties under the PAGA.

5. On September 3, 2021, the Court granted Defendant's motion to compel arbitration of Plaintiff's individual claims and dismiss Plaintiff's class claims, but denied Defendant's request to stay Plaintiff's PAGA claim.

6. During the pendency of the Action, the Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff's Counsel's informal discovery requests, Defendant provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim, including but not limited to timekeeping and payroll data.

7. On March 16, 2022, the Parties participated in mediation before mediator Jeffrey Krivis, Esq. With the assistance of Mr. Krivis, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) as the **non-reversionary** Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). The payment of the Gross Settlement Amount shall be made within thirty (30) calendar days of the Effective Date. Defendant shall make the payment to the Settlement Administrator who will then distribute all payments.

3. **Escalator Clause.** Defendant represents that there are an estimated 673 total pay periods worked by the Aggrieved Employees in California during the PAGA Period ("Affected Pay Periods"). If the number of Affected Pay Periods as reported to the Settlement Administrator following the Effective Date is more than 10% greater than this figure (i.e., if there are 741 or more Affected Pay Periods), Defendant shall increase the GSA in proportion to the increase in Affected Pay Periods (e.g., if the number of Affected Pay Periods is 12% greater than 673, Defendant will increase the GSA by 12%).

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Counsel's Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one-third of the Gross Settlement Amount (currently

estimated at \$21,666.67), and costs incurred in prosecuting this Action up to \$15,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. Plaintiff's Enhancement Award. Defendant will not oppose Plaintiff's request for an enhancement award in the amount of \$5,000.00 for her service to the LWDA and the Aggrieved Employees, and the risk she undertook by attaching her name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. If the Court believes the enhancement award should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

c. Administration Costs. Defendant will not oppose the Settlement Administrator's costs in the amount up to \$2,000.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee for F2Onsite in California during the PAGA Period.

The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

6. PAGA Released Claims. Plaintiff agrees that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. Plaintiff's General Release. Upon the Effective Date and the Gross Settlement Amount being fully funded by Defendant, Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges Defendant and the Released Parties, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendant and the Released Parties as of the date of execution of the settlement agreement. However, and notwithstanding the above, Plaintiff's

general release does not include any claims for or related to workers compensation, unemployment benefits, or any other claims that cannot be released as a matter of law.

8. **No Right to Opt-Out.** Aggrieved Employees do not have the right to object or opt out of or otherwise exclude themselves from the settlement of claims for civil penalties under PAGA, and upon approval of the Settlement by the Court, each Aggrieved Employee will have released Defendant and each of the Released Parties of and for claims for civil penalties under PAGA released herein and each Aggrieved Employee will be entitled to receive payment, in conformity with the Settlement.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that she has read this Settlement, that she fully understands her rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

10. **Notification to LWDA.** Plaintiff's Counsel will notify the LWDA of the settlement at the time the settlement is submitted to the court for approval, seek approval of the settlement, and perform any and all statutory tasks as required by law.

11. **Termination of Settlement.** If the Court does not approve the Settlement, or if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the material terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. However, before exercising this option, a Party contemplating terminating the Settlement will attempt to work with the other Party in good faith to modify the Settlement in order to obtain Court approval or to otherwise cure any defect in the Settlement.

12. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement, and the Court retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Class Action Administration Solutions to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within five (5) business days of the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of Affected Pay Periods, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within twenty-one (21) calendar days of the Settlement being fully funded as provided above in Section III.2, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address, using a skip-trace or other similar search, using the name, address and/or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing if a new address is located.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such

checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within twenty-one (21) calendar days of the Settlement being fully funded, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved enhancement award to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** Within fifteen (15) business days of distribution of the Settlement funds, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. **MISCELLANEOUS PROVISIONS**

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement and Plaintiff's PAGA claim, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the state of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

5. **Complete Agreement.** The Parties each acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions

pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by counsel for the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the PAGA claim in the Action.

8. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the PAGA claim in the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

12. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the

Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

16. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

18. **Enforcement Action:** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 5/12/22

Dated: 5/23/22

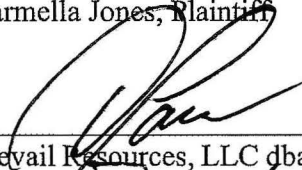
APPROVED AS TO FORM ONLY:

Dated: 5/12/22

Dated: 6/16/22


carmella.jones (May 12, 2022 17:04 PDT)

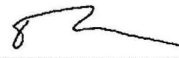
Carmella Jones, Plaintiff


Prevail Resources, LLC dba F2Onsite

By: Denny Landenbach

Title: President

HAINES LAW GROUP, APC

By: 

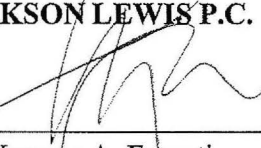
Paul K. Haines

Tuvia Korobkin

Alexandra R. McIntosh

Attorneys for Plaintiff

JACKSON LEWIS P.C.

By: 

Yvonne A. Fossati

Hazel U. Poei

Attorneys for Defendant

EXHIBIT A

Re: Payment from Carmella Jones v. Prevail Resources, LLC, et al
Superior Court of California for the County of Los Angeles; Case No. 20STCV29860

Date: / / 2022

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Carmella Jones v. Prevail Resources, LLC, et al*, Case No. 20STCV29860, pending in the Superior Court of the State of California for the County of Los Angeles (the "Action").

The Action was filed against Prevail Resources, LLC dba F2Onsite ("F2Onsite") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiff Carmella Jones ("Plaintiff"), a former employee of F2Onsite, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that F2Onsite owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff's claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of F2Onsite who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, F2Onsite does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff's claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by F2Onsite, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiff's complaint in the Action, including claims for civil penalties under the PAGA based on F2Onsite's alleged violations of Labor Code 201, 202, 203, 204, 210, 221, 222, 223, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2084, California Industrial Commission Wage Orders, and California Code of Regulations Title 8 §§ 11040, 11000 *et seq.*, and all claims for attorneys' fees and costs and statutory interest in connection therewith, which arose from April 6, 2019 to February 21, 2021 (the "PAGA Period").

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1- - .

Questions? Call toll-free () -

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 7, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Carmella Jones v. F2Onsite, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Carmella Jones in claims arising from her employment with Prevail Resources LLC, F2Onsite, and Does 1 through 100 (collectively “F2Onsite”). Ms. Jones is an “aggrieved employee” as defined by Labor Code Section 2698, *et seq.*, due to F2Onsite’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

F2Onsite is in the business of providing on-demand technical support to individuals and businesses throughout the United States. Ms. Jones worked for F2Onsite as a non-exempt field technician since approximately June 2019 but has been on a medical leave of absence since approximately mid-August 2019. The “aggrieved employees” whom Ms. Jones seeks to represent are all non-exempt employees of F2Onsite who worked for F2Onsite in California from April 6, 2019 through the present. During Ms. Jones’s employment with F2Onsite, Ms. Jones and other aggrieved employees were compensated on a piece-rate basis, whereby they were paid a set amount for each service appointment.

Throughout Ms. Jones’ employment with F2Onsite, F2Onsite simultaneously utilized numerous timekeeping systems to record Ms. Jones’s and other aggrieved employees’ hours worked. For instance, F2Onsite used an online system to track when Ms. Jones began her shift and completed her last service appointment. F2Onsite also used a system called DFSM, a program that Ms. Jones was required to download onto her phone, and which tracked step by step Ms. Jones’s time spent completing service appointments. For instance, through DFSM, Ms. Jones was required to click buttons stating, among other things, when she was en route to the customer’s location, when she arrived to the customer’s location, when she made contact with the customer, and when she completed the service to the customer. In addition to tracking Ms. Jones’s hours worked through the two timekeeping systems above, F2Onsite also required Ms. Jones to call them at the end

of each shift to let them know when she arrived home as well as email them a copy of the postage receipt from shipping the service parts to F2Onsite.

Despite F2Onsite's various methods for recording its employees' hours worked, F2Onsite failed to compensate Ms. Jones and other aggrieved employees for time spent completing pre- and post- appointment tasks (i.e. non-productive time). These non-productive tasks include, but are not limited to: calling clients to schedule service appointments, picking up and dropping off computer parts at the post office, FedEx, or other locations, traveling in between service appointments, completing mandatory trainings, and emailing F2Onsite a copy of postage receipts at the end of their workday. As Ms. Jones was often required to provide services to 5-6 customers per workday, Ms. Jones estimates that she was not paid for approximately 3-4 hours of non-productive time per shift. Additionally, at the start of Ms. Jones's employment with F2Onsite, F2Onsite required Ms. Jones to undergo multiple full-day training sessions to complete technical service courses for Dell, Lenovo, HP, as well as other software companies. F2Onsite also required Ms. Jones to undergo trainings at least once a month to learn new software updates. At the end of each training, Ms. Jones was required to send F2Onsite a copy of her certification of completion. Ms. Jones estimates that these trainings were on average eight hours each. On information and belief, Ms. Jones alleges that other aggrieved employees were subject to the same policies and practices. As a result of F2Onsite's failure to pay Ms. Jones and other aggrieved employees for non-productive time, F2Onsite failed to pay Ms. Jones and other aggrieved employees at least minimum wage for all hours worked. In addition, on those occasions when Ms. Jones and other aggrieved employees worked over 8 hours in a workday and/or over 40 hours in a workweek, F2Onsite failed to pay overtime wages due as a result of their failure to pay for nonproductive time.

F2Onsite also failed to pay Ms. Jones and other aggrieved employees at least minimum wage for all hours worked due to F2Onsite's policy and practice of compensating aggrieved employees at a set amount per appointment regardless of the amount of time required to complete each appointment. For instance, on July 31, 2019, Ms. Jones' time records show that she spent a total of 2.92 hours completing an appointment in San Diego, California but was only paid \$20.00 for that appointment, or the equivalent of \$6.85 per hour, which was less than California's minimum wage in 2019.

Additionally, throughout their employment with F2Onsite, Ms. Jones and other aggrieved employees regularly worked in excess of 8 hours per day and/or 40 hours per week. However, as a result of being compensated solely on a piece-rate basis as described above, Ms. Jones and other aggrieved employees were not compensated at one and one-half times their regular rate of pay for hours worked in excess of 8 hours per day and/or 40 hours per week and were therefore deprived of all overtime compensation.

Furthermore, F2Onsite did not properly compensate Ms. Jones and other aggrieved employees paid on a piece-rate basis for rest periods, as required under Labor Code § 226.2 and *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal.App.4th 864, 872 ("under the rule of *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 323, rest periods must be separately

compensated in a piece-rate system.”). Ms. Jones and other aggrieved employees regularly worked shifts of 3.5 hours or more, and were not provided with a paid rest period for every 4-hour period worked, or major fraction thereof, because F2Onsite’s piece-rate compensation plan failed to separately compensate Ms. Jones and other aggrieved employees for required rest periods. *See Vaquero v. Stoneledge Furniture LLC*, 9 Cal.App.5th 98 (2017); *Bluford v. Safeway Inc.*, 216 Cal.App.4th 864 (2013) (“There is no dispute that Safeway’s activity-based compensation system did not separately compensate drivers for their rest periods.”). Accordingly, F2Onsite failed to pay Ms. Jones and other aggrieved employees all wages owed, including minimum and/or overtime wages, as a result of F2Onsite’s failure to separately compensate for rest periods. In addition, F2Onsite are liable for rest period premiums pursuant to Labor Code § 226.7 for their failure to separately compensate Ms. Jones and other aggrieved employees paid on a piece-rate basis for rest periods.

F2Onsite also failed to provide Ms. Jones and other aggrieved employees with legally-compliant meal periods of at least 30-minutes commencing before the conclusion of the fifth hour of work and/or a second meal period when they worked shifts in excess of 10.0 hours. As Ms. Jones and other aggrieved employees were required to provide services to 5-6 different customers per workday within pre-determined timelines, Ms. Jones and other aggrieved employees were often required to take a meal period that was less than 30-minutes, more than 5 hours into their workday, and/or take their meal periods while commuting in between jobs. Moreover, as F2Onsite did not require Ms. Jones and other aggrieved employees to clock in and out for their meal periods, and maintained no other records of employee meal periods, F2Onsite also failed to keep accurate records of employee hours worked, including time records showing when employees took meal periods. In addition, on those occasions that F2Onsite failed to provide all legally required meal periods, F2Onsite failed to compensate their employees with the required meal period premium for each workday in which employees experienced a meal period violation in violation of Labor Code § 226.7. Upon information and belief, F2Onsite maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that Ms. Jones and other aggrieved employees were not provided with a legally-compliant meal period.

F2Onsite also failed to reimburse Ms. Jones and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to computer and other equipment, mileage, and personal cellular phone expenses. Specifically, F2Onsite required their non-exempt employees to purchase their own laptop computer and external hard drive in order to download software and other programs needed to assist F2Onsite’s customers. Additionally, F2Onsite required Ms. Jones and other aggrieved employees to use their personal vehicles to travel in between job locations and to pick up and drop off computer parts, without properly compensating Ms. Jones and other aggrieved employees for all mileage recorded as well as mileage to and from the post office, FedEx, or other locations to which Ms. Jones and other aggrieved employees traveled in order to mail computer parts. Lastly, F2Onsite required Ms. Jones and other aggrieved employees to use their personal cellular phones for work-related purposes, including clocking in and out and

scheduling appointments with F2Onsite's customers, but failed to reimburse Ms. Jones and other aggrieved employees for use of their cellphones. Therefore, Ms. Jones and other aggrieved employees are entitled reimbursement pursuant to Labor Code § 2802.

Further, during Plaintiff's employment with F2Onsite, F2Onsite had a policy and practice of unlawfully deducting the costs of lost and/or stolen service parts from employee wages in violation of California Labor Code §§ 221-223. *See Hudgins v. Nieman Marcus Group, Inc.*, (1995) 34Cal.App.4th 1109, 1118 ("As interpreted by the Industrial Welfare Commission (IWC) and the California courts, section 221 has long been held to prohibit deductions from an employee's wages for cash shortages, breakage, loss of equipment, and other business losses that may result from the employee's simple negligence.")

As a result of F2Onsite's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, F2Onsite maintained inaccurate payroll records, and issued inaccurate wage statements to Ms. Jones. Furthermore, F2Onsite issued facially non-compliant wage statements to Ms. Jones and other aggrieved employees by failing to list the number of piece-rate units earned and any applicable piece rate in violation of Labor Code § 226(a)(3), incorrectly listing "F2Onsite" as the employer (rather than the name of the legal entity that is the employer) in violation of Labor Code § 226(a)(8), failing to list the total hours of compensable rest and recovery periods and the corresponding rate of compensation and gross wages for those periods in violation of Labor Code § 226.2(a)(2)(A), and failing to state the total hours of non-productive time along with the corresponding rate of compensation and gross wages for non-productive time worked in violation of Labor Code § 226.2(a)(2)(B).

As a result of its failure to pay all minimum wages, overtime wages, and meal and rest period premiums, and as a result of its unlawful deductions from wages described above, F2Onsite failed to pay all final wages to aggrieved former employees at the separation of their employment.

As described above, F2Onsite committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Minimum Wage Violations

F2Onsite was, and is, required to pay Ms. Jones and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. *See* Labor Code §§ 226.2, 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 4, § 4. As alleged above, F2Onsite maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Jones and other aggrieved employees for all hours worked. As a result of these policies/practices, Ms. Jones and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Overtime Violations

F2Onsite is required to properly compensate non-exempt employees, including Ms. Jones, and other aggrieved employees, for all overtime hours worked pursuant to Labor Code § 204, 226.2, 510, 558, 1194, 1198 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday or over 40 hours in a workweek, and for the first eight (8) hours and/or in excess of 40 hours of work in the workweek, and “double the employee’s regular rate of pay” for all hours worked in excess of 12 hours in a workday or in excess of 8 hours on the seventh day of a workweek. As alleged herein, F2Onsite has caused Ms. Jones and other aggrieved employees to work overtime and/or double-time hours but has not compensated Ms. Jones or other aggrieved employees at one and one-half times (or two times, in the case of double-time) their “regular rate” of pay for such hours.

Rest Period Violations

As alleged above, F2Onsite also failed, and continues to fail, to authorize and permit Ms. Jones and other aggrieved piece-rate employees to take all rest periods to which they are legally entitled. *See* Labor Code §§ 226.2, 226.7, 516, 1198; Wage Order 4, § 12.

As a result, Ms. Jones and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”). As alleged above, F2Onsite has failed to pay them the premium wages to which they are legally entitled.

Meal Period Violations

As alleged above, F2Onsite failed, and continues to fail, to provide Ms. Jones and other aggrieved employees with all required and compliant meal periods, due to F2Onsite’s meal period policies/practices that often fail to provide legally-compliant first meal periods before the end of the fifth hour of work, and which fail to provide second meal periods for shifts of over 10.0 hours. *See* Labor Code §§ 226.7, 512, 1198; Wage Order 4, § 11.

As a result, Ms. Jones and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with...[an] order of the Industrial Welfare Commission...the employer shall pay the employee one additional hour of pay at the

employee's regular rate of compensation for each workday that the meal or rest period is not provided."). As alleged above, F2Onsite has failed to pay them the premium wages to which they are legally entitled.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, due to F2Onsite's unlawful policy and practice of requiring employees to use their personal laptop and hard drive, personal vehicles, and/or personal cellular phones for work purposes, and failing to pay reimbursements to Ms. Jones and other aggrieved employees, F2Onsite has violated Labor Code §2802. ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Jones and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

As alleged herein, F2Onsite knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Jones and other aggrieved employees with accurate and itemized wage statements that included, among other requirements, the total number of hours worked and the correct employer name in violation of Labor Code § 226. F2Onsite also failed to furnish Ms. Jones and other aggrieved employees who were compensated on a piece-rate basis with accurate and itemized wage statements that included the number of piece-rate earnings and the applicable piece rate in violation of Labor Code § 226, the total hours of compensable rest and recovery periods and the corresponding rate of compensation and gross wages for those periods, and the total hours of non-productive time along with the corresponding rate of compensation and gross wages for non-productive time worked in violation of Labor Code § 226.2. F2Onsite's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Jones and other aggrieved employees have suffered injury as a result.

Failure to Maintain Records

As alleged herein, F2Onsite failed to maintain accurate records of employees' hours worked and employee meal periods, in violation of Labor Code §§ 1174, 1198, and 1199 and Wage Order 4, § 7 ("Every employer shall keep accurate information with respect to each employee including...time records showing when the employee begins and ends each work period. Meal periods...and total daily hours worked shall also be recorded.")

Unlawful Deductions from Wages

As alleged above, as a result of F2Onsite's practice of deducting the costs of lost and/or stolen service parts from its employees' wages, F2Onsite has failed to pay all wages owed to aggrieved employees in violation of Labor Code §§ 221-223, which prohibit,

among other things, the paying of a lower wage than required under contract or statute, and the taking of any deductions from employee wages.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. As alleged above, F2Onsite failed to timely pay aggrieved former employees all of their final wages at the time of separation. Pursuant to Labor Code § 203, F2Onsite's failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles aggrieved former employees to waiting time penalties equal to one day of wages at their standard rate for each day F2Onsite failed to pay their final wages after their separation, up to a maximum of thirty days.

Ms. Jones is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Ms. Jones will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Jones's own investigation, and on information and belief, F2Onsite has committed the following Labor Code violations:

- a. F2Onsite has violated Labor Code §§ 204, 226.2, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Jones and other aggrieved employees at least the statutory minimum wage for all hours worked;
- b. F2Onsite has violated Labor Code §§ 204, 226.2, 510, 558, 1194, and 1198 by failing to pay Ms. Jones and other aggrieved employees all overtime and/or double-time compensation earned;
- c. F2Onsite has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Jones and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. F2Onsite has violated Labor Code §§ 226.7, 226.2, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Ms. Jones and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. F2Onsite has violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Jones and other aggrieved employees for all necessary expenditures incurred;
- f. F2Onsite has violated Labor Code §§ 226 and 226.2 by failing to furnish Ms. Jones and other aggrieved employees with accurate and complete itemized wage statements;

- g. F2Onsite has violated Labor Code §§ 221-223 by unlawfully deducting business losses from aggrieved employees' wages and thereby failing to pay aggrieved employees all earned wages;
- h. F2Onsite has violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to aggrieved former employees.
- i. F2Onsite has violated Labor Code § 204 by failing to pay Ms. Jones and other aggrieved employees all earned wages at least twice during each calendar month; and
- j. F2Onsite has violated Labor Code §§ 1174, 1198 and 1199 by failing to maintain accurate records on behalf of Ms. Jones and other aggrieved employees.

Pursuant to Labor Code section 2699.3, please notify us and F2Onsite if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Prevail Resources, LLC, 5851 Legacy Cir., Ste 600, Plano, TX 75024-5969 (via certified mail)
F2Onsite, 5851 Legacy Cir., Ste 600, Plano, TX 75024-5969 (via certified mail)

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Prevail Resources, LLC.
5851 Legacy Cir., Ste 600
Plano, TX 75024-5969

HT



Large, legible date: TT

EXHIBIT 3

Haines Law Group, APC

Expense Summary

Carmella Jones v. Prevail Resources LLC

EXPENSE	AMOUNT
Filing, Service, and Messenger Fees	\$4,380.78
Copying and Postage Costs	\$128.30
Westlaw Charges	\$472.97
TOTAL:	\$4,982.05

EXHIBIT 4

LAFFEY MATRIX

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

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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