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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

KRISTY VESS, as a private attorney general,
Plaintiff,
vs.

GO WIRELESS, INC., a Nevada corporation; and
DOES 1 through 50, inclusive,
Defendants.

Case No. 21CV00185

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: July 31, 2024
Time: 8:30 a.m.
Courtroom: 10

Complaint Filed: January 25, 2021
FAC Filed: March 29, 2021

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On January 25, 2021, Plaintiff filed the original putative class action and Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”) complaint in this matter. On March 29, 2021, after
9 meeting and conferring with Defendant about an applicable arbitration agreement, Plaintiff filed a first
10 amended complaint to dismiss class action claims and allegations and proceed on a PAGA-only basis.
11 The operative complaint alleges PAGA claims for failures to pay or timely pay all sick pay wages, to
12 pay or timely pay all overtime wages, and to provide accurate itemized wage statements.

13 3. The Parties met and conferred about Plaintiff’s allegations and claims as well as
14 Defendant’s defenses. The Parties also engaged in formal discovery, including the exchange of
15 document requests and interrogatories. Plaintiff also requested (and Defendant provided) additional
16 informal discovery to enable the Parties to explore the possibility of an informal resolution. For
17 example, Defendant provided the relevant numbers of pay periods in which alleged underpayments
18 occurred, among other things—enabling Plaintiff to assess the full value of the PAGA claims.
19 Defendant’s willingness to produce this information enabled Plaintiff to evaluate the full scope of
20 Defendant’s potential liability.

21 4. On June 6, 2022, the Parties attended a mediation with Steven G. Pearl, an experienced
22 mediator knowledgeable of both the wage and hour laws and PAGA claims at issue in the Action. The
23 Parties were unable to resolve the Action, in part due to uncertainties due to an anticipated United States
24 Supreme Court decision that would address the impact that arbitration agreements with class action
25 waivers would have on the viability of PAGA claims. The United States Supreme Court decision had the
26 potential to eliminate the possibility of any recovery on the PAGA claims.

27 5. On March 21, 2024, the Parties again attended a mediation with Steven G. Pearl. With
28 the mediator’s assistance and based on a mediator’s proposal, the Parties were able to agree to

1 settlement terms, which were negotiated in light of all known facts and circumstances including the
2 uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate
3 issues. The settlement terms are memorialized in the Joint Stipulation of PAGA Settlement (the
4 “Agreement”), a true and correct copy of which is attached as **Exhibit 1**.

5 6. Plaintiff contended that Defendant’s alleged Labor Code violations resulted in a \$100 per
6 pay period penalty under Labor Code section 2699(f) for each of approximately 23,938 relevant pay
7 periods that Plaintiff contended had underpayments of wages. The Agreement requires Defendant to pay
8 \$360,000.00—or approximately \$15.04 per pay period in which Plaintiff contended Labor Code
9 violations occurred. This amounts to approximately 15.04% of Defendant’s potential liability and is an
10 excellent result for the State.

11 7. Defendant contested the merits and denied it was liable at all. For example, Defendant
12 contended that there were no underpayments of overtime at all. Moreover, even if Plaintiff prevailed on
13 the merits, Defendant contested the extent of liability. Specifically, Defendant contended that PAGA
14 penalties would be subject to discretionary reductions.

15 8. While the Parties disagree on the application of the law to the facts, each Party
16 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
17 arguments, such that the Settlement Amount to which the Parties ultimately agreed was reasonable.

18 9. Because Plaintiff’s Counsel seeks reimbursement of \$15,958.06 in costs only (and the
19 Administration Costs are \$6,500.00, requested attorneys’ fees are \$120,000.00, and requested General
20 Release Payment is \$10,000.00), it is expected that the PAGA Penalty Fund will be \$207,514.94. It is
21 expected that the LWDA will receive \$155,636.20 as its share of PAGA Penalties and employees will
22 receive \$51,878.74 as their share of PAGA Penalties.

23 10. Although I am confident that litigation of the claims would result in a classwide judgment
24 against Defendant, I recognize the inherent risks in litigation, including the specific risks that liability
25 could not be established at trial or that the applicable law could change. I believe the settlement for the
26 State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for
27 appeals and the costs of pursuing litigation. The settlement is the result of extensive arms’ length
28 negotiations between the Parties and their counsel.

1 11. I am one of the primary attorneys on this matter. My qualifications are as follows: After
2 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
3 2004 with concentrations in Management and Human Resources, I continued studying labor and
4 employment issues by enrolling in post-graduate education at the School of Labor and Employment
5 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
6 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
7 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
8 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

9 12. Upon graduating from law school in 2008, I practiced labor and employment law at
10 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
11 practice focused on wage and hour class, collective, and representative actions, with a particular
12 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
13 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
14 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
15 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
16 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
17 not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8,
18 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also
19 able to obtain experience litigating representative claims or wage and hour matters through trial and
20 appeal. *E.g.*, *Velazquez v. Costco Wholesale Corp.*, 603 Fed. App’x 584 (9th Cir. Mar. 25, 2015)
21 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
22 pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App’x 631 (9th Cir. Jan. 9, 2014) (affirming
23 bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective
24 action with involving deductions from final paychecks). I also litigated class certification on numerous
25 matters. *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining
26 denial of class certification on behalf of retail employees alleging bag check claims).

27 13. Based on my experience in wage and hour class, collective, and representative actions, I
28 have been interviewed and quoted in articles published in the Northern California Record about

1 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
2 hour class and representative action litigation, including for example articles on California kin care
3 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
4 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
5 laws in *California Transportation News*, a publication of the California Construction Trucking
6 Association.

7 14. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
8 which also focuses on employment law. I have handled a number of wage and hour class and
9 representative actions and continue litigating such matters in numerous Superior Courts and District
10 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
11 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
12 obtained class certification, and no court has ever found me to be inadequate class counsel.

13 15. I have incurred a total of 143.4 hours to date in litigating this matter. Attached as **Exhibit**
14 **2** is a summary of my hours and tasks on this matter. I also anticipate spending at least 5.0 additional
15 hours in connection with attending the approval hearing, obtaining approval of the settlement, and
16 responding to correspondence and phone calls from the administrator, defense counsel, or aggrieved
17 employees.

18 16. My current billing rate is \$750 per hour, which is less than my billing rate would have
19 been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of \$630
20 per hour. In January of 2020, clients were billed and paid my rate of \$670 per hour. Had I remained at
21 my prior firm, I am informed and believe that my billing rate would have increased in January of 2021
22 to approximately \$710 per hour and in January of 2022 to approximately \$750 per hour. Numerous
23 courts have approved my hourly billing rate of \$750.

24 17. The total lodestar for my hours will be approximately \$111,300.00 based on an hourly
25 rate of \$750.00 per hour for 148.4 total hours. The retainer agreement in this matter provide for 40% of
26 Plaintiff's recovery to be awarded as attorneys' fees.

27 18. Along with the filing of the motion for preliminary approval of the settlement in this
28 matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development

1 Agency ("LWDA") in compliance with Section 2699(1)(2) and (4). Attached as **Exhibit 3** is a copy of
2 the LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice
3 would be to direct my office staff to upload a copy of the Court's judgment, papers, or other orders
4 awarding civil penalties under PAGA.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed this 8th day of July 2023, at Pasadena, California.

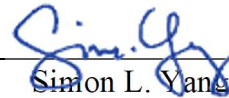
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EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

KRISTY VESS, as an individual and on behalf of
all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

GO WIRELESS, INC., a Nevada corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV00185

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Complaint Filed:

January 25, 2021

FAC Filed:

March 29, 2021

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is entered into by and between Plaintiff, Kristy Vess, on the one hand, and Defendant, Go Wireless, Inc., on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. “Action” means the civil lawsuit originally entitled *Kristy Vess v. Go Wireless, Inc.*, filed on or about January 25, 2021, in the Superior Court of the State of California for the County of Santa Cruz as Case No. 21CV00185.

1.2. Administrator. “Administrator” means the third-party settlement administrator designated to distribute settlement payments.

1.3. Administration Costs. “Administration Costs” means the payment from the Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking payments pursuant to this Agreement, and providing necessary reports or declarations, as requested by the Court or Plaintiff’s Counsel and Defendant’s Counsel.

1.4. Aggrieved Employee. “Aggrieved Employee” means any person employed by Defendant in California from July 29, 2019, through March 31, 2022. Defendant represents that there are approximately 662 Aggrieved Employees.

1.5. Agreement. “Agreement” means this Joint Stipulation of PAGA Settlement.

1.6. Approval Order. “Approval Order” means an order approving this Agreement.

1.7. Attorneys’ Fees and Costs. “Attorneys’ Fees and Costs” means the attorneys’ fees and costs payment from the Settlement Amount for Plaintiff’s Counsel’s attorneys’ fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.8. Court. “Court” means the Superior Court of California for the County of Santa Cruz.

1.9. General Release Payment. “General Release Payment” means the consideration to Plaintiff for her additional general release and waiver of Civil Code section 1542 as well as in recognition of her efforts and work in prosecuting the Action on behalf of the State.

1.10. PAGA Penalty Fund. “PAGA Penalty Fund” means the Settlement Amount allocated to PAGA penalties.

1 **1.10.1. LWDA Payment.** “LWDA Payment” means a payment of 75% of the PAGA
2 Penalty Fund to the Labor & Workforce Development Agency (“LWDA”).

3 **1.10.2. Employee Payment.** “Employee Payment” means each Aggrieved Employee’s
4 payment and share of 25% of the PAGA Penalty Fund.

5 **1.11. Parties.** “Parties” means Plaintiff and Defendant.

6 **1.11.1. Plaintiff.** “Plaintiff” means Kristy Vess.

7 **1.11.2. Defendant.** “Defendant” means Go Wireless, Inc.

8 **1.12. Released Party.** “Released Party” means Defendant and Defendant’s parent corporation,
9 affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, including but not limited
10 to and their current and former officers, directors and agents thereof, both individually and in their
11 business capacities, and their employee benefit plans and programs and the trustees, administrators,
12 fiduciaries and insurers of such plans and programs.

13 **1.13. Settlement Amount.** “Settlement Amount” means the maximum potential settlement
14 amount—inclusive of the PAGA Penalty Fund (and LWDA Payment and Employee Payments) and any
15 Administration Costs, Attorneys’ Fees and Costs, and General Release Payment—that Defendant may
16 be required to pay in connection with an Approval Order.

17 **2. RECITALS**

18 **2.1. Initiation of Action.** On or about January 25, 2021, Plaintiff filed the original complaint
19 initiating this putative class action and representative action under the Labor Code Private Attorneys
20 General Act of 2004 (“PAGA”) for Defendant’s alleged failures to pay or timely pay all sick pay
21 wages, to pay or timely pay all overtime wages, and to provide accurate itemized wage statements.

22 **2.2. Initial Investigation.** The Parties met and conferred about Plaintiff’s allegations and
23 claims and Defendant’s defenses. The Parties exchanged information and documents that Plaintiff
24 contended supported the claims and that Defendant contended supported its defenses, including for
25 example an arbitration agreement. On March 29, 2021, Plaintiff filed a first amended complaint that
26 dismissed class allegations and claims. The Parties engaged in formal discovery and also exchanged
27 informal discovery that enabled the Parties to explore the possibility of an informal resolution.
28

1 **2.3. First Mediation.** On June 6, 2022, the Parties attended a mediation with Steven G.
2 Pearl, an experienced mediator knowledgeable of both the wage and hour laws and representative
3 action claims at issue in the Action. In light of ongoing factual disputes and the uncertainty created by
4 pending United States Supreme Court decisions, the Parties were unable to come to a resolution of the
5 matter.

6 **2.4. Continued Investigation.** The Parties continued engaging in formal and informal
7 discovery, and Defendant provided Plaintiff with additional information about the factual allegations
8 relating to Defendant's sick pay and overtime calculations as well as the information shown on wage
9 statements. Plaintiff's Counsel continued investigating the alleged claims and also analyzed any
10 defenses raised by Defendant. Plaintiff met and conferred with Defendant about potential
11 underpayments of overtime and additional hours of regular rate wages for meal and rest break
12 violations. Ultimately, Defendant agreed to schedule a second mediation.

13 **2.5. Second Mediation and Settlement.** On March 21, 2024, the Parties again attended a
14 mediation with Steven G. Pearl. With the mediator's assistance and based upon the mediator's
15 proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known
16 facts and circumstances—including the uncertainty associated with litigation, the risks of significant
17 delay, and numerous potential appellate issues. The settlement was achieved only after extensive arm's
18 length negotiations. Based on Plaintiff's Counsel's ongoing investigation and evaluation, Plaintiff's
19 Counsel is of the opinion that the terms of this Agreement are fair, reasonable, and adequate, and in the
20 best interests of the State.

21 **2.6. No Admission of Liability.** Defendant denied and continues to deny all of the
22 allegations made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the
23 allegations made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or
24 wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this
25 Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the
26 Action.

1 **3. SETTLEMENT PROCEEDS**

2 **3.1. Settlement Amount.** Defendant agrees to pay a non-reversionary Settlement Amount of
3 \$360,000.00, which was negotiated based on Defendant's representation that there are approximately
4 23,938 pay periods worked from July 29, 2019, through March 31, 2022. To the extent that there are
5 more than 23,938 relevant pay periods, and the number of relevant pay periods increases by more than
6 5.0% (i.e., by more than 1,191), the Settlement Amount shall increase on a pro rata basis equal to the
7 percentage increase in the number of relevant pay periods exceeding 5.0%.

8 **3.1.1. Attorneys' Fees and Costs.** 33 $\frac{1}{3}$ % of the Settlement Amount (or \$120,000.00)
9 and litigation costs of up to \$20,000.00 are designated as Attorneys' Fees and Costs.

10 **3.1.2. General Release Payment.** \$10,000.00 of the Settlement Amount is designated
11 as the General Release Payment.

12 **3.1.3. Administration Costs.** Based on quotes received from third-party
13 administrators, Administration Costs shall be no more than \$6,500.00. The Parties agree to cooperate in
14 the settlement administration process and to make all reasonable efforts to minimize Administration
15 Costs.

16 **3.1.4. PAGA Penalty Fund.** Except for any amounts approved for the Attorneys' Fees
17 and Costs, General Release Payment, and Administration Costs, the remaining Settlement Amount
18 shall constitute the PAGA Penalty Fund. The PAGA Penalty Fund shall be distributed pursuant to
19 statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining 25% of the
20 PAGA Penalty Fund payable as Employee Payments shall be allocated and distributed to Aggrieved
21 Employees based on a pro rata basis, based on the number of relevant pay periods worked by each
22 Aggrieved Employee. Employee Payments shall be distributed to Aggrieved Employees in separate
23 checks, without the need to submit a claim form.

24 **3.2. Payment Considerations.** All payments shall be characterized as IRS Form 1099
25 payments. The Parties have had an opportunity to consult with independent tax counsel. The Parties are
26 not giving any tax advice in connection with the settlement or any payments to be made pursuant to this
27 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
28 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied

1 upon as such. All recipients of settlement payments shall be solely responsible for paying any
2 applicable taxes on their respective payments and shall indemnify and hold harmless the Parties from
3 any claim or liability for taxes, penalties, or interest arising as a result of the payments.

4 **3.3. Funding and Distribution.** By seven days after the Approval Order, Defendant shall
5 deposit the Settlement Amount with the Administrator. By seven days after receipt of the Settlement
6 Amount, the Administrator shall distribute all amounts to be paid pursuant to this Agreement and
7 Approval Order.

8 **4. SETTLEMENT ADMINISTRATION**

9 **4.1. Administrator.** For purposes of distributing payments and administering the settlement,
10 the Administrator shall be Phoenix Settlement Administrators.

11 **4.2. Data for Administrator.** Within seven calendar days of the Approval Order, Defendant
12 shall provide to the Administrator each Aggrieved Employee's last known mailing address, as well as
13 data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
14 Agreement.

15 **4.3. Mailing of Settlement Payments.** The Administrator shall send payments to all payees
16 via First Class U.S. Mail. For Aggrieved Employees, the Administrator shall use the last known
17 mailing address for each Aggrieved Employee, based on data provided by Defendant. Any mailings
18 returned to the Administrator as undeliverable shall be promptly resent via First Class U.S. Mail to the
19 forwarding address on the returned mailing. If no forwarding address is provided, the Administrator
20 shall promptly attempt to determine the correct address using a single skip-trace search and shall then
21 promptly send a single re-mailing.

22 **4.4. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
23 will expire after 180 calendar days after the postmarked date of their mailing. After 180 calendar days,
24 the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct
25 the principal for any expired checks in accordance with the Approval Order. The Parties shall request
26 that the Court order that the principal for any expired checks be distributed to the State Controller
27 Unclaimed Property Fund in the name of the Aggrieved Employee.
28

1 **4.5. Certification of Completion.** Upon completion of administration of the settlement, the
2 Administrator shall provide written certification of such completion to Plaintiff's Counsel and
3 Defendant's Counsel.

4 **5. RELEASES**

5 **5.1. Releases by LWDA.** By operation of the entry of the Final Approval Order, and except
6 as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and the
7 LWDA fully releases Defendant and each Released Party from any and all PAGA claims from July 29,
8 2019, through March 31, 2022, that are based on Labor Code violations pled in the Action, including any
9 claims for any interest, fees, and costs available under PAGA, based on the factual allegations in the Action,
10 including but not limited to, for failure to provide compliant and accurate wage statements, failure to pay
11 sick and overtime wages, and failure to timely pay wages upon termination, in violation of California Labor
12 Code sections 201, 202, 203, 204, 246, 510, 558, 1194, 226(a) and Industrial Welfare Commission Wage
13 Orders.

14 **5.2 Additional Release by Plaintiff.** Upon the date the Court has entered an order approving
15 the Agreement and full funding of the Settlement Amount, and except as to the rights and obligations
16 created by this Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators,
17 representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily
18 released and forever discharged Released Parties, to the full extent permitted by law, from any and all
19 claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or
20 may have as of the date the Court has entered an order approving the Agreement. This broader release
21 includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with
22 Defendant and the termination of that employment, including without limitation claims arising under
23 federal, state, or local laws and claims for unpaid wages, including but not limited to amounts fixed or
24 ascertained by the standard of time, task, piece, commission basis, bonus, or other method of calculation,
25 penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair
26 dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination,
27 defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor
28 Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the

California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by his to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Agreement and full funding of the Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

6. COURT APPROVAL

6.1. Approval Order. The Parties shall submit an ex parte application, joint stipulation, or motion seeking an Approval Order, which would, among other things: (i) approve the terms of the settlement in this Agreement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the release, (iv) direct that the settlement's terms and provisions be carried out; and (v) enter final judgment.

6.2. Effect of Failure to Obtain Approval Order. In the event the Court fails to enter an Approval Order in accordance with this Agreement, then this Agreement shall be void and unenforceable, except for the Parties' agreement to seek Court approval of a settlement addressing the Court's concerns.

7. MISCELLANEOUS

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous

1 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The
2 signatories represent that they are fully authorized to enter into this Agreement and are fully authorized
3 to bind the Parties to all terms stated herein.

4 **7.1.1. Counterparts and Signatures.** This Agreement may be executed in
5 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
6 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
7 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party
8 may sign and deliver this Agreement by signing on the designated signature block and transmitting that
9 signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail or
10 DocuSign shall be deemed an original signature and shall be binding upon the party who transmits the
11 signature page.

12 **7.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
13 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
14 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
15 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
16 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
17 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
18 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
19 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
20 any and all of the provisions of this Agreement.

21 **7.1.3. Construction.** The determination of the terms and conditions of this Agreement
22 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
23 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
24 construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement
25 have been inserted for convenience of reference only and shall have no effect upon the construction or
26 interpretation of any part of this Agreement.

7.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

7.2. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

7.3. Continuing Jurisdiction. The Court granting approval of the settlement shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

7.4. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement, or to declare rights or obligations under this Agreement, the prevailing Party or Parties shall 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 enforcement actions.

PLAINTIFF

Dated: April 22, 2024

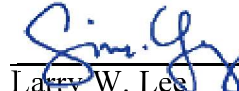
DocuSigned by:



Kristy Vess

COUNSEL FOR PLAINTIFF

Dated: April 22, 2024



Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: April __, 2024

_____, on behalf of
Go Wireless, Inc.

7.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

7.2. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

7.3. Continuing Jurisdiction. The Court granting approval of the settlement shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

7.4. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement, or to declare rights or obligations under this Agreement, the prevailing Party or Parties shall 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 enforcement actions.

PLAINTIFF

Dated: May , 2024

Kristy Vess

COUNSEL FOR PLAINTIFF

Dated: May , 2024

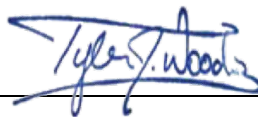
Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: 5/16/2024 | 10:17 PM EDT

Liz Martin-Quinn
Elizabeth Martin-Quinn, on behalf of
Go Wireless, Inc.

COUNSEL FOR DEFENDANT



Dated: May 20, 2024

Tyler J. Woods
FISHER & PHILLIPS LLP

EXHIBIT 2

**Time and Task Summary
for Vess v. Go Wireless, Inc.
Simon L. Yang**

Description of Work	Hours
Review Plaintiff's wage statements and other documents	1.8
Review LWDA notice and related documents	0.6
Draft and revise complaint; confer with co-counsel on litigation strategy	3.8
Review court's notice of assignment, case management orders, complex rules and procedures, notice of reassignment	0.9
Draft first amended complaint	0.8
Prepare and respond to various case management correspondences with defendant, co-counsel, and plaintiffs	8.1
Review and draft opposition to motion to compel arbitration	9.5
Draft motion to remand	10.8
Conduct pre-mediation calls with mediator	0.8
Review defendant's production of documents and information for mediation	8.8
Analyze, prepare, and revise exposure model for mediation	3.4
Draft and revise mediation brief	12.6
Prepare for and attend mediation [2022]	10.0
Draft requests for production of documents	2.8
Draft special interrogatories	2.6
Prepare authorities regarding plaintiffs' position with respect to effect of Viking River	5.2
Review and draft opposition to renewed motion to compel arbitration	9.6
Draft demand for arbitration	1.2
Review arbitration correspondences	3.4
Draft motion to set aside dismissal	7.6
Prepare issues for second mediation	4.6
Attend mediation [2024]	7.5
Draft joint statement in response to OSC re nonappearance	0.8
Review and revise settlement documents, including joint stipulation of PAGA settlement, and review administration bids	8.8
Draft and revise approval documents, including motion, declarations, and proposed order	11.2
Review tentative ruling on preliminary approval motion; confer with defendant's counsel and draft amendment to settlement and revised class notice	6.2
TOTAL	143.4

EXHIBIT 3