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Attorneys for Plaintiff

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

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

Plaintiff,

vs.

LBS FINANCIAL CREDIT UNION, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV02472

[Hon. Holly J. Fujie, Department 56]

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

Date: December 22, 2022
Time: 8:30 a.m.
Department: 23

Reservation ID: 346042629905

Complaint Filed: January 21, 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 or about January 21, 2021, Plaintiff filed the original complaint initiating this
8 representative action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for
9 Defendant’s alleged underpayment of sick pay, overtime, and doubletime wages in workweeks in which
10 employees also earned non-discretionary incentives, including for example Service Awards. The Parties
11 met and conferred about Plaintiff’s allegations and claims and Defendant’s defenses. Plaintiff requested
12 and Defendant provided informal discovery to enable the Parties to explore the possibility of an informal
13 resolution. Without resolution, Plaintiff continued investigating the remaining claims against Defendant
14 in the Action and any and all applicable defenses raised by Defendant. On or about March 17, 2022,
15 Plaintiff served initial written discovery and noticed a corporate deposition.

16 3. Defendant produced information and documents showing when employees were
17 impacted by Plaintiff’s alleged underpayment of sick pay, overtime, and doubletime wages. Defendant’s
18 willingness to produce this information enabled Plaintiff to evaluate the full scope of Defendant’s
19 potential liability. Ultimately, over the course of negotiations for several months, the Parties were able to
20 agree to the terms of a settlement memorialized in the Joint Stipulation of PAGA Settlement (the
21 “Agreement”), a true and correct copy of which is attached as **Exhibit 1**.

22 4. The Agreement requires Defendant to pay \$160,000.00—or approximately \$149.39, on
23 average, per relevant pay period. This amounts to approximately 42.7% of Defendant’s potential
24 liability. Plaintiff contended that Defendant’s alleged underpayments resulted in a \$100 per pay period
25 penalty under Section 210 and also resulted in a \$250 penalty per pay period under Section 226.3—for a
26 total of \$350 per pay period with an alleged underpayment. Ultimately, based on a review of
27 Defendant’s employee pay data, Plaintiff argued that the potential total recovery amounted to
28 \$374,850.00—or \$350 for each of 1,071 pay periods with alleged underpayments.

1 5. Defendant contested the merits and denied it was liable at all. Moreover, even if Plaintiff
2 prevailed on the merits, Defendant contested the extent of liability. Specifically, Defendant contended
3 that PAGA penalties would be subject to discretionary reductions. Although Plaintiff and her counsel
4 are confident that litigation of the claims would result in a judgment against Defendant, they recognize
5 the inherent risks in litigation, including the specific risks that liability could not be established at trial or
6 that the applicable law could change. The settlement is fair, reasonable, and adequate, given the inherent
7 risks of litigation, as well as the potential for appeals and the costs of pursuing litigation.

8 6. Because Plaintiff's Counsel seeks reimbursement of \$1,288.44 in costs only and the
9 Administration Costs have been capped to \$3,500.00 (and there are \$53,333.33 in requested attorneys'
10 fees and \$10,000.00 for a requested General Release Payment), it is expected that the PAGA Penalty
11 Fund will be \$91,878.23. The LWDA will receive \$68,908.67 as its share of PAGA Penalties and
12 employees will receive \$22,969.56 as their share of PAGA Penalties. It is expected that, on average,
13 each of the affected employees will receive approximately \$168.89 (*after* all requested payments from
14 the Settlement Amount).

15 7. Although I am confident that litigation of the claims would result in a classwide judgment
16 against Defendant, I recognize the inherent risks in litigation, including the specific risks that liability
17 could not be established at trial or that the applicable law could change. I believe the settlement for the
18 State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for
19 appeals and the costs of pursuing litigation. The settlement is the result of extensive arms' length
20 negotiations between the Parties and their counsel.

21 8. I am one of the primary attorneys on this matter. My qualifications are as follows: After
22 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
23 2004 with concentrations in Management and Human Resources, I continued studying labor and
24 employment issues by enrolling in post-graduate education at the School of Labor and Employment
25 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
26 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
27 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
28 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

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

19 10. Based on my experience in wage and hour class, collective, and representative actions, I
20 have been interviewed and quoted in articles published in the Northern California Record about
21 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
22 hour class and representative action litigation, including for example articles on California kin care
23 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
24 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
25 laws in *California Transportation News*, a publication of the California Construction Trucking
26 Association.

27 11. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
28 which also focuses on employment law. I have handled a number of wage and hour class and

1 representative actions and continue litigating such matters in numerous Superior Courts and District
2 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
3 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
4 obtained class certification, and no court has ever found me to be inadequate class counsel.

5 12. My current billing rate is \$725.00 per hour, which is less than my billing rate would have
6 been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of \$630
7 per hour. In January of 2020, clients were billed and paid my rate of \$670 per hour. Had I remained at
8 my prior firm, I am informed and believe that my billing rate would have increased in January of 2021
9 to approximately \$710 per hour and in January of 2022 to approximately \$750 per hour.

10 13. I have incurred a total of 71.4 hours to date in litigating this matter. Attached as **Exhibit**
11 **2** is a summary of my hours and tasks on this matter. I also anticipate spending at least 5.0 additional
12 hours on this matter in connection with the final approval hearing and post-approval matters. The total
13 lodestar for my hours will be approximately \$55,390.00 based on an hourly rate of \$725.00 per hour.

14 14. Along with the filing of the motion for preliminary approval of the settlement in this
15 matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development
16 Agency ("LWDA") in compliance with Section 2699(1)(2) and (4). Attached as **Exhibit 3** is a copy of
17 the LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice
18 would be to direct my office staff to upload a copy of the Court's judgment, papers, or other orders
19 awarding civil penalties under PAGA.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 29th day of November 2022, at Pasadena, California.

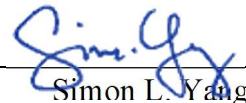
22
23 
Simon L. Yang

EXHIBIT 1

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Attorneys for Defendant

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

EBONY RUSSELL, as a private attorney
general,

Plaintiff,

vs.

LBS FINANCIAL CREDIT UNION, a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21STCV02472

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Complaint Filed: January 21, 2021

Trial Date: None Set

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is entered into by and between Plaintiff, Ebony Russell, on the one hand, and Defendant, LBS Financial Credit Union, 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 *Ebony Russell v. LBS Financial Credit Union*, filed on or about January 21, 2021, in the Superior Court of the State of California for the County of Los Angeles, designated as Case No. 21STCV02472.

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 whom Defendant employed in California and received sick pay wages in a pay period from January 1, 2020 through March 31, 2021, in which he or she also earned non-discretionary incentives, including for example Service Awards. Defendant represents there are approximately 136 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 Los Angeles.

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

3 **1.10.1. LWDA Payment.** “LWDA Payment” means a payment of 75% of the PAGA
4 Penalty Fund to the Labor & Workforce Development Agency (“LWDA”).

5 **1.10.2. Employee Payment.** “Employee Payment” means each Aggrieved Employee’s
6 payment and share of 25% of the PAGA Penalty Fund.

7 **1.11. Parties.** “Parties” means Plaintiff and Defendant.

8 **1.11.1. Plaintiff.** “Plaintiff” means Ebony Russell.

9 **1.11.2. Defendant.** “Defendant” means LBS Financial Credit Union.

10 **1.12. Released Party.** “Released Party” means Defendant and any of its parents or subsidiaries
11 and any of their officers, directors, managing agents, and successors and assigns.

12 **1.13. Settlement Amount.** “Settlement Amount” means the maximum potential settlement
13 amount—inclusive of the PAGA Penalty Fund (and LWDA Payment and Employee Payments) and any
14 Administration Costs, Attorneys’ Fees and Costs, and General Release Payment—that Defendant may
15 be required to pay in connection with an Approval Order.

16 **2. RECITALS**

17 **2.1. Initiation of Action.** On or about January 21, 2021, Plaintiff filed the original complaint
18 initiating this representative action under the Labor Code Private Attorneys General Act of 2004
19 (“PAGA”) for Defendant’s alleged underpayment of sick pay, overtime, and doubletime wages in
20 workweeks in which employees also earned non-discretionary incentives, including for example Service
21 Awards.

22 **2.2. Plaintiff’s Counsel’s Investigation.** The Parties met and conferred about Plaintiff’s
23 allegations and claims and Defendant’s defenses. Plaintiff requested and Defendant provided informal
24 discovery to enable the Parties to explore the possibility of an informal resolution. In addition to the
25 exchange of information and documentation pursuant to informal discovery from Defendant, Plaintiff’s
26 Counsel continued investigating the remaining claims against Defendant in the Action and any and all
27 applicable defenses raised by Defendant.
28

1 **2.3. Plaintiff's Counsel's Evaluation.** As a result of continued negotiations and discussions
2 and in light of all known facts and circumstances—including the uncertainty associated with litigation,
3 the risks of delay, potential changes to the law, and potential appellate issues—the Parties were able to
4 agree to the terms of this Agreement. Based on Plaintiff's Counsel's ongoing investigation and
5 evaluation, Plaintiff's Counsel is of the opinion that the terms of this Agreement are fair, reasonable, and
6 adequate, and in the best interests of the State and Aggrieved Employees.

7 **2.4. No Admission of Liability.** Defendant denied and continues to deny all of the allegations
8 made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the allegations
9 made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing
10 whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for
11 the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

12 **3. SETTLEMENT PROCEEDS**

13 **3.1. Settlement Amount.** Defendant agrees to pay a non-reversionary Settlement Amount of
14 \$160,000.00, which was negotiated based on Plaintiff's investigation which showed approximately 136
15 Aggrieved Employees and approximately 1,071 relevant pay periods containing both the payment of
16 sick pay wages and non-discretionary incentives, including for example Service Awards. Defendant
17 disputes the number of pay periods and employees relevant to this calculation but has agreed to this
18 settlement to resolve this dispute and move forward. Notwithstanding anything set forth below, the total
19 Settlement Amount shall not exceed \$160,000.00.

20 **3.1.1. Attorneys' Fees and Costs.** 33 $\frac{1}{3}$ % of the Settlement Amount (or \$53,333.33)
21 and litigation costs of up to \$3,500.00 are designated as Attorneys' Fees and Costs.

22 **3.1.2. General Release Payment.** \$10,000.00 of the Settlement Amount is designated
23 as the General Release Payment.

24 **3.1.3. Administration Costs.** Based on quotes received from third-party administrators,
25 Administration Costs shall be \$6,000.00. The Parties agree to cooperate in the settlement administration
26 process and to make all reasonable efforts to minimize Administration Costs.

27 **3.1.4. PAGA Penalty Fund.** Any amounts for Attorneys' Fees and Costs, General
28 Release Payment, and Administration Costs not approved shall be added to the PAGA Penalty Fund.

1 The PAGA Penalty Fund shall consist of \$160,000.00 less (i) the attorney's fees and costs set forth in
2 Paragraph 3.1.1, or as otherwise ordered/approved by the Court, (ii) the General Release Payments
3 referred to in Paragraph 3.1.2, or as otherwise ordered/approved by the Court, (iii) the Administration
4 Costs set forth in paragraph 3.1.3, or as otherwise ordered/approved by the Court, and (v) such other
5 amounts as may be ordered/approved by the Court. The PAGA Penalty Fund shall be distributed pursuant
6 to statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining 25% of
7 the PAGA Penalty Fund payable as Employee Payments shall be allocated and distributed to Aggrieved
8 Employees based on a pro rata basis, based on the total number of pay periods with both the payment of
9 either sick pay wages or overtime wages and non-discretionary incentives, including for example
10 Service Awards. Employee Payments shall be distributed to Aggrieved Employees in separate checks,
11 without the need to submit a claim form.

12 **3.2. Payment Considerations.** All payments shall be characterized as IRS Form 1099
13 payments. The Parties have had an opportunity to consult with independent tax counsel. The Parties are
14 not giving any tax advice in connection with the settlement or any payments to be made pursuant to this
15 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
16 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied
17 upon as such. All recipients of settlement payments shall be solely responsible for paying any applicable
18 taxes on their respective payments and shall indemnify and hold harmless the Parties from any claim or
19 liability for taxes, penalties, or interest arising as a result of the payments.

20 **3.3. Funding and Distribution.** By fourteen days after the Approval Order, Defendant shall
21 deposit the Settlement Amount with the Administrator. By fourteen days after receipt of the Settlement
22 Amount, the Administrator shall distribute all amounts to be paid pursuant to this Agreement and
23 Approval Order.

24 **4. SETTLEMENT ADMINISTRATION**

25 **4.1. Administrator.** For purposes of distributing payments and administering the settlement,
26 the Administrator shall be Phoenix Settlement Administrators.

27 **4.2. Data for Administrator.** Within fourteen calendar days of the Approval Order,
28 Defendant shall provide to the Administrator each Aggrieved Employee's last known mailing address,

1 as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
2 Agreement.

3 **4.3. Mailing of Settlement Payments.** The Administrator shall send payments to all payees
4 via First Class U.S. Mail. For Aggrieved Employees, the Administrator shall use the last known mailing
5 address for each Aggrieved Employee, based on data provided by Defendant. The Defendant shall have
6 the right to draft and finalize language for any cover letter which accompanies said payments. Any
7 mailings returned to the Administrator as undeliverable shall be promptly resent via First Class U.S.
8 Mail to the forwarding address on the returned mailing. If no forwarding address is provided, the
9 Administrator shall promptly attempt to determine the correct address using a single skip-trace search
10 and shall then promptly send a single re-mailing.

11 **4.4. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
12 will expire after 180 calendar days after the postmarked date of their mailing. After 180 calendar days,
13 the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct
14 the principal for any expired checks in accordance with the Approval Order. The Parties shall request
15 that the Court order that the principal for any expired checks be distributed to the State Controller
16 Unclaimed Property Fund in the name of the Aggrieved Employee.

17 **4.5. Certification of Completion.** Upon completion of administration of the settlement, the
18 Administrator shall provide written certification of such completion to Plaintiff's Counsel and
19 Defendant's Counsel.

20 **5. RELEASES**

21 **5.1. Releases by Aggrieved Employees.** By operation of the entry of the Approval Order,
22 and except as to such rights or claims as may be created by this Agreement, the State of California and
23 Aggrieved Employees hereby fully release Defendant, and each Released Party from any and all claims
24 or causes of action for PAGA penalties arising from January 1, 2020 through the date of the Approval
25 Order that were alleged in the Action or that reasonably could have been alleged based on the facts
26 alleged in the Action and/or the letter to the LWDA underlying the Action.

27 **5.2. Additional Release by Plaintiff.** In addition to the above release applicable to Plaintiff
28 as an Aggrieved Employee, Plaintiff also generally releases all claims, known or unknown, in favor of

each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code section 1542 states:

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 acknowledges that she has read the entirety of the Agreement, including the above language from the Civil Code, and that she fully understands both the Agreement and Civil Code section 1542. By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

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

7.1.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one

1 signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and
2 deliver this Agreement by signing on the designated signature block and transmitting that signature page
3 via e-mail to counsel for the other party. Any signature transmitted via e-mail or DocuSign shall be
4 deemed an original signature and shall be binding upon the party who transmits the signature page.

5 **7.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
6 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
7 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
8 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
9 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
10 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
11 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
12 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
13 any and all of the provisions of this Agreement.

14 **7.1.3. Construction.** The determination of the terms and conditions of this Agreement
15 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
16 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
17 construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement
18 have been inserted for convenience of reference only and shall have no effect upon the construction or
19 interpretation of any part of this Agreement.

20 **7.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
21 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to
22 render all provisions of this Agreement valid and enforceable.

23 **7.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
24 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
25 upon the request of another, agrees to perform such further acts and to execute and deliver such other
26 documents as are reasonably necessary to carry out the provisions of this Agreement.

7.3. Continuing Jurisdiction. The Court 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. In the event that 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: November 29, 2022

DocuSigned by:



6EEA016074084D6...
Ebony Russell

COUNSEL FOR PLAINTIFF AND CLASS

Dated: November 29, 2022

DocuSigned by:



EEFA802D7DF452...
Larry W. Lee

Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: November __, 2022

_____, its
LBS FINANCIAL CREDIT UNION

COUNSEL FOR DEFENDANT

Dated: November __, 2022

Paul F. Schimley
Marci L. Barrett
SCHIMLEY | ALTHOUSE LLP

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PLAINTIFF

Dated: November __, 2022

Ebony Russell

COUNSEL FOR PLAINTIFF AND CLASS

Dated: November ___, 2022

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

DEFENDANT

Dated: November 28, 2022

Susan Wright
SUSAN WRIGHT, its SVPT/CO
LBS FINANCIAL CREDIT UNION

COUNSEL FOR DEFENDANT

Dated: November 29, 2022

COUNSEL FOR DEFENDANT



Paul F. Schimley
Marcy L. Barrett
SCHIMLEY | ALTHOUSE LLP

EXHIBIT 2

Time and Task Summary
for Russell v. LBS Financial Credit Union
Simon L. Yang

Description of Work	Hours
Review plaintiff's wage statements, arbitration agreement, and other documents	2.2
Draft and revise LWDA notice	0.8
Draft and revise complaint	1.8
Conduct calls with plaintiff regarding arbitration agreement and PAGA	1.2
Review court's notice of assignment, case management orders, procedures, and orders	0.3
Research on recent decisions addressing regular rate of pay, sick pay, and applicable PAGA penalties	3.0
Draft case management statements	0.8
Draft and revise first amended complaint	1.0
Review answer to complaint	0.5
Draft document requests	2.2
Draft special interrogatories	1.6
Draft notice of corporate deposition	1.0
Meet and confer with defendant regarding various issues, including pending responses to discovery and potential for resolution	4.8
Review defendant's production of aggrieved employee data and documents and conduct calls with defendant re: same	6.8
Analyze, prepare, and revise exposure model	4.8
Draft outline for corporate deposition and prepare for same	7.1
Conduct calls with and draft emails to defendant's counsel regarding settlement demand and counteroffers	5.1
Draft notice of settlement	0.4
Review and revise settlement documents, including joint stipulation of PAGA settlement	8.5
Meet and confer with defendant regarding Viking River Cruises and status of settlement	3.4
Conduct calls with plaintiff regarding status of case, settlement, delay, and status of	4.8
Draft various declarations re: status of settlement	1.1
Draft and revise settlement approval motion and supporting documents	8.2
TOTAL	71.4

EXHIBIT 3