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on behalf of all others similarly situated

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

MICHELLE KUSSNER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MV PUBLIC TRANSPORTATION, INC, a
California Corporation; MV
TRANSPORTATION, INC., a California
Corporation; DOES 1 through 25,

Defendants.

Case No.: 21STCV12259
Assigned to Hon. Carolyn B. Kuhl
Department SSC-12

**DECLARATION OF AARON
GUNDZIK IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: January 16, 2024
Time: 10:00 a.m.
Place: Department SSC-12

Complaint Filed: March 30, 2021

1 I, Aaron C. Gundzik, declare as follows:

2 1. I am a partner at Gundzik Gundzik Heeger LLP, co-counsel for Plaintiff
3 Michelle Kussner. This Declaration is submitted in support of Plaintiff's Motion for Final
4 Approval of Class Action Settlement.

5 2. I am admitted to practice law in the state of California. I have personal
6 knowledge of the matters set forth herein, and, if called as a witness, could competently
7 testify thereto.

8 3. I am familiar with California law governing wages owed to employees,
9 including but not limited to California Labor Code Sections 201, 202, 203, 204, 226, 226.7,
10 246, 510, 512, 1194, 1197, 2802 and 2698 *et seq.*, California Business and Profession Codes
11 17200 *et seq.*, and the Wage Orders of the Industrial Welfare Commission.

12 4. There are no conflicts that would prevent me from serving as Class Counsel
13 in this matter.

14 **Procedural Information**

15 5. Plaintiff Michelle Kussner filed her initial complaint against Defendant MV
16 Public Transportation, Inc. ("MVP") on March 30, 2021.

17 6. Plaintiff filed her First Amended Complaint on June 21, 2021 and at the same
18 time submitted an amended PAGA letter to the LWDA. The LWDA did not object to the
19 amended PAGA letter and has not objected to the proposed settlement.

20 7. On July 7, 2023, Plaintiff filed her Second Amended Complaint (SAC),
21 which is the operative complaint. The SAC alleges causes of action against MVP and its
22 sister entity MV Transportation, Inc. ("MVT") (collectively "Defendants") for (1) failure to
23 pay wages; (2) failure to pay overtime; (3) failure to provide meal and rest breaks; (4)
24 inaccurate wage statements; (5) failure to pay unpaid wages at separation; (6) failure to
25 reimburse necessary expenditures; (7) violation of the Unfair Practices Act; and (8) recovery
26 of civil penalties under the California Labor Code Private Attorneys' General Act
27 ("PAGA").

28 //

1 **Investigation and Discovery Prior To Settlement**

2 8. Rebecca Gundzik and I, and our co-counsel Dan Holzman, have been directly
3 involved in all aspects of this case on behalf of Plaintiff. In that regard, we have extensively
4 investigated Plaintiff's claims against Defendants. We have engaged in formal and informal
5 discovery, including taking a deposition of Defendants' representative and defending
6 Plaintiff's deposition. And we obtained from Defendants, and then reviewed and analyzed
7 policy documents, which included almost 100 collective bargaining agreements, time and
8 pay records for approximately 10% of class members and other information concerning
9 class member wages and reimbursements. We also obtained class member contact
10 information and have interviewed about 60 class members. In addition, we investigated and
11 compiled publicly-available information about Defendants.

12 9. We also met and conferred extensively with Defendants' counsel regarding
13 the scope and type of additional documents and information Plaintiff was seeking in advance
14 of the mediation. As a result of these negotiations, Defendants provided additional
15 information including, the number of Class Members and PAGA Aggrieved Employees,
16 total Class Member workweeks and pay periods, total PAGA Aggrieved Employee
17 workweeks and pay periods, and other data.

18 10. I and my litigation team have reviewed and analyzed the records and
19 information produced by Defendants, together with the information provided by our client,
20 to assess Defendants' potential liability. And, we worked with a consultant to prepare an
21 estimate of the damages incurred by the Class and the PAGA Aggrieved Employees.

22 11. I and my co-counsel consulted with Plaintiff extensively in order to
23 investigate the facts before filing the Complaint. We continued to consult with her prior and
24 subsequent to the mediation regarding the forgoing issues. Ms. Kussner provided us with
25 numerous details about her experience working for Defendants. And she attended the
26 mediation remotely and was available the entire day to respond to questions from the
27 mediator.

1 12. Based upon our investigation, we made the following contentions: During the
2 Class Period, Defendants have been in the business of providing bus services to customers in
3 California and elsewhere. Plaintiff was employed by Defendants as a bus driver. She worked
4 for Defendants from 2003 until December 2020.

5 13. Plaintiff alleges that during the Class Period, which begins on June 11, 2020,
6 Defendants did not provide employees with compliant meal periods or rest breaks or provide
7 required premium wages as compensation. Moreover, Plaintiff alleges Defendants did not
8 pay employees for all hours worked at the applicable minimum wage or at the wage
9 promised by Defendants. In addition, Plaintiff contended that Defendants failed to provide
10 accurate wage statements that reflected the unpaid premium wages and failed to pay these
11 unpaid wages when employees separated. Plaintiff also contends that Defendants did not
12 reimburse employees for using their personal cell phones for navigation and communicating
13 with dispatchers and supervisors. Finally, Plaintiff contends that Defendants failed to pay
14 overtime or sick leave at the regular rate of pay because Defendants did not include periodic
15 bonuses in calculating the regular rate.

16 14. The class period alleged in the operative complaint and agreed upon in the
17 settlement begins on June 11, 2020. Typically, the class period in a wage and hour action
18 begins on the date that is four years before the action is filed. However, here, Defendants
19 were also defendants in an several earlier wage and hour class actions that were coordinated
20 as *MV Transportation Wage & Hour Cases*, JCCP No. 4993. Those cases settled
21 collectively in 2019 and the settlement class period ended on June 10, 2020. The class
22 period for this action picks up on the date after the class period for the previously settled
23 actions ends. That case (*MV Transportation Wage & Hour Cases*, JCCP No. 4993) settled
24 for \$4,425,000 but covered six and a half years and more than twice as many employees and
25 involved five separate actions and law firms representing the plaintiffs.

26 **Summary of Settlement Negotiations**

27 15. On March 28, 2023, I, Rebecca Gundzik, our co-counsel, Daniel Holzman
28 and Plaintiff Michelle Kussner, as well as Defendants and Defendants' counsel, attended a

1 mediation session with Michael Loeb. Mr. Loeb has substantial experience mediating wage
2 and hour class actions like this one. The mediation ended with a mediator's proposal, which
3 was accepted by the parties on April 4, 2023.

4 16. The settlement was negotiated at arms' length and was in no sense collusive.

5 17. I, Ms. Gundzik, our co-counsel and our client concluded, after taking into
6 account the sharply disputed factual and legal issues involved in the lawsuit, the risks
7 attending further prosecution, and the substantial benefits to be received pursuant to the
8 compromise and settlement of the action, that the settlement is in the best interests of the
9 Class and is fair and reasonable. We also considered the possibility that the Class would not
10 be certified and factored in the additional delay in recovery for Class members if the
11 settlement were rejected and the case went to trial.

12 18. A true and correct copy of the Class Action and PAGA Settlement
13 Agreement is attached hereto in **Exhibit 1**. Pursuant to the terms of the proposed settlement,
14 Defendants will pay a Gross Settlement Amount (GSA) of \$1,350,000. After proposed
15 deductions, as approved by the Court, the Net Settlement Amount will be approximately
16 \$743,750, all of which will be available to distribute to settlement Class members. The
17 parties propose making the following payments from the GSA:

18 (a) Settlement Administration costs of \$46,250;

19 (b) a Service and Release Award to Representative Plaintiff Michelle
20 Kussner in the amount of \$10,000;

21 (c) Class Counsel's Attorneys' Fees not to exceed one-third of the GSA, in
22 the amount of \$450,000;

23 (d) Class Counsel's actual litigation costs and expenses in the amount of
24 \$25,000; and

25 (e) An allocation of \$75,000 to Plaintiff's PAGA claims (the "PAGA
26 Amount"), seventy-five percent (75%) (\$56,250) of which will be paid to
27 the California Labor and Workforce Development Agency (the "LWDA
28

1 Payment”), and the remaining twenty-five percent (25%) (\$18,750) of
2 which will be distributed to the Aggrieved Employees. See Ex. 1, ¶ 3.2.
3 The remaining Net Settlement Amount of \$743,750 will be distributed to the settlement
4 Class Members according to the formula in the Settlement Agreement, not including the
5 amounts owed to them as Aggrieved Employees. See Ex. 1, ¶¶ 3.2.4; 3.2.5.

6 19. Paragraph 8 of the Settlement Agreement includes an Escalator Clause which
7 was to be triggered if total pay periods during the PAGA Period exceeded 10% more than
8 218,627 or if Total Workweeks in the Class Data exceeded 10% more than 437,254. Upon
9 receipt of the Class Data, the administrator advised us that the data did not trigger the
10 Escalation Clause.

11 20. As compensation for her efforts, the Settlement Agreement provides that a
12 Class Representative Service and Release Award in the amount of \$10,000 will be requested
13 for the Representative Plaintiff, Michelle Kussner. This award is in recognition of the
14 significant time Ms. Kussner expended pursuing this action and assisting our efforts with the
15 case, and in recognition of the expanded general release that she is required to provide, as
16 part of the Settlement. Ms. Kussner spent a great deal of time consulting with us in order to
17 investigate the facts before we filed the Complaint and amended pleadings, responding to
18 formal written discovery, preparing for and attending her deposition, monitoring the status
19 of the litigation, consulting with us extensively prior to, during and subsequent to the
20 mediation and reviewing, discussing and signing the Memorandum of Understanding and
21 Settlement Agreement. She provided us with numerous details about her experience and the
22 experience of others working for Defendants and missed two full days of work to attend her
23 deposition and the mediation (which she attended remotely). Plaintiff’s presence at the
24 mediation was invaluable, as she was able to provide us a great deal of additional
25 information that was extremely helpful for our negotiations. As an additional requirement to
26 receiving the proposed Class Representative Service and Release Award, Plaintiff is
27 required to sign a broad general release which includes a waiver of Section 1542 of the
28 California Civil Code.

Analysis of Value of Claims

21. The First Cause of Action is for failure to pay for all hours worked. This claim was based on information provided to us by Plaintiff that she and some other class members were required to remain with their buses when they took meal breaks. From our class member interviews we determined that only about 12% of class members occasionally worked during meal periods while clocked out. Most of those employees reported that this occurred about once per week. Using this information, we estimated the maximum value of this claim to be \$1,076,694. 437,254 total workweeks x 12% of class members who worked through meals x \$20.52 average hourly rate = \$1,076,692.25. However, we found no documentation evidencing this alleged off the clock work and no written policies that require drivers to remain with their buses. Accordingly, in light of the lack of documentary evidence supporting this claim, we concluded that the potential range of recovery for this claim would be between \$0 and \$750,000.

22. The Second Cause of Action is for failure to pay overtime. This claim was based on the manner in which Defendants calculated hourly overtime when a bonus is paid. However, after further investigation, we determined the Defendants' policy is compliant. As a result, we assigned no value to this claim.

23. The Third Cause of Action is for failure to provide compliant meal and rest periods. Based on the sample time and pay records, we determined that employees frequently did not record facially compliant meal breaks and that a significant percentage of the meal breaks taken were not legally compliant, based on the records. According to Defendants' data, meal breaks were recorded as missed, late or short on about 35% of shifts, which results in about 703,979 violations during the class period. However, about 15% of those violations were late or short by only a few minutes. Defendants' records also showed that Defendants paid meal period premium wages on about 21% of potential violations. Based upon this information, we estimated the maximum value of the meal break claim to be about \$9,700,252. 437,254 workweeks x 4.6 shifts per workweek x 35% violation rate x 79% non-compensated violations x 20.52 average hourly rate – 15% for *de minimis*

violations = \$9,700,252. However, this maximum number must be discounted due to Defendants' defenses. Defendants contended that pursuant to Labor Code section 512(e), Plaintiff would not be able to maintain her meal break claim for the many class members who were covered by CBAs. Under section 512(e), California's meal period requirements do not apply to employees in certain occupations, including commercial drivers, where a CBA is in place that "expressly provides for the wages, hours of work, and working conditions of employees, and expressly provides for meal periods for those employees, final and binding arbitration of disputes concerning application of its meal period provisions, premium wage rates for all overtime hours worked, and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate." In addition, because the CBAs provide for arbitration of claims and exclude class claims, Defendants contended that many employees would be precluded from participating in a class action. In light of the CBAs, and other defenses that would impact class certification and damages, we determined that the potential range of recovery on this claim is between zero and \$5 million.

24. The Third Cause of Action also includes a claim for non-compliant rest breaks. Defendants did not track rest breaks, but Plaintiff and a small majority of others reported that they occasionally missed breaks due to the press of work or because they were interrupted while on break. Based on this information, we estimated that about 60% of class members did not have a compliant rest period about once per week. I therefore determined that the maximum value of the rest break claim is \$5,383,471. 437,254 workweeks x 60% of class members reporting violations x 1 violation per week x \$20.52 average hourly pay = \$5,383,471. However, because of the lack of documentary evidence regarding rest break violations, the arbitration provisions in the CBAs and the possibility that Defendants could successfully contend that individualized issues predominate on this claim, we determined that the potential range of recovery on this claim is between zero and \$3 million.

25. The Fourth Cause of Action is for failure to provide compliant wage statements. The statute of limitations on such a claim is one year. This claim is based on the fact that the wage statements issued to Plaintiff and the class are incorrect in that they do not

1 reflect meal and rest break wage premiums that should have been paid. The penalties for
2 inaccurate wage statements are \$50 per employee for the first violation and \$100 per
3 employee per violation for all subsequent violations. Penalties per employee are limited to
4 \$4,000. During the relevant limitations period, Defendants issued a total of 218,627 wage
5 statements to about 7,800 class members. Based on meal violation rate, class member
6 interviews, we concluded that only about 45% of wage statements (about 98,382) would
7 include a potential violation that was greater than just a few minutes. Based on this figure,
8 the maximum amount recoverable on this claim is \$9,448,215. 218,627 total wage
9 statements x 45% violation rate x \$100 per violation – (\$50 per violation x 7,800
10 employees) = \$9,448,215. At the same time, considering the defenses discussed above, we
11 determined that the potential range of recovery on this claim is between zero and \$5 million.

12 26. The Fifth Cause of Action is for failure to pay separated employees all wages
13 due at the time of separation. This claim is based on Defendants’ failure to pay Class
14 Members amounts due for meal or rest period premiums. We estimated that about 60% of
15 employees were subject to an alleged meal or rest period violation and that about 3,015
16 putative class members were separated during the relevant statutory period. We estimated
17 that that the maximum value of this claim is approximately \$8,797,601. $\$20.52 \text{ average}$
18 $\text{hourly wage} \times 7.9 \text{ hours per shift} \times 30 \text{ days} \times 3,015 \text{ employees} \times 60\% = \$8,797,601$.
19 However, in light of the defenses identified above applicable to Plaintiff’s wage claims, we
20 determined that the potential range of recovery on this claim is between zero and \$4.5
21 million.

22 27. The Sixth Cause of Action is for failure to reimburse employees for
23 necessary expenses in violation of Labor Code section 2802. That section provides, in part:
24 “An employer shall indemnify his or her employee for all necessary expenditures or losses
25 incurred by the employee in direct consequence of the discharge of his or her duties, or of
26 his or her obedience to the directions of the employer.” Cal. Lab. Code § 2802(a). Plaintiff
27 contends that class members occasionally used their own cell phones to navigate and
28 communicate with supervisors and dispatchers. From our interviews of class members, we

1 learned that many class members did not use cell phones at all and those that reported doing
2 so, advised that they were used on limited occasions. As a result, we estimated that only
3 about 30% of class members were entitled to some reimbursement and that reimbursement
4 should be limited to four times per year. Using these assumptions and a bi-weekly
5 reimbursement amount of \$20, we calculated that class members should have received
6 reimbursements totalling \$196,764. We arrived at this figure using the following
7 calculation: 437,254 workweeks x 30% class members entitled to reimbursement x 15% of
8 workweeks in which cell phone was used x \$20 per pay period = \$196,764. Defendants
9 contended that the use of cell phones was very rare, even for those employees who used
10 them. We therefore concluded that the recovery range on this claim is between \$100,000 and
11 \$0.

12 28. The Seventh Cause of Action is for violation of Business & Professions Code
13 section 17200, *et. seq.* The forgoing analysis assumes the longer four-year statute of
14 limitations that is available under the UCL for the meal and rest period violations. For the
15 most part, this cause of action is derivative of the other claims that have already been
16 analyzed. This cause of action includes a recovery for underpaid sick leave. Pursuant to
17 Labor Code section 246(l)(1), sick leave non-exempt employees is to be paid at the regular
18 rate. This claim is based on Defendants' alleged practice of paying sick leave at the standard
19 hourly rate, not the regular rate, as class members' regular rate should be different for those
20 employees who receive a bonus. On occasion, Defendants granted bonuses of a few hundred
21 dollars to some employees during the class period. For the most part, these are safety and
22 attendance bonuses that are paid annually. About 35% of employees received such a bonus
23 in the average amount of \$227. Class members worked an average of 1,817 hours per year.
24 Dividing the \$227 bonus by 1,817 hours results in 12.5 cent increase in the regular rate for
25 only those employees who received a bonus. Assuming that employees took three sick leave
26 days per year, the 35% of employees that received bonuses would be entitled to recover
27 about \$4.50 each for a total of about \$12,285. Thus, the maximum potential recovery on this
28 claim is \$12,285 and the minimum is \$0.

1 29. The Eighth Cause of Action is for violations of the Private Attorneys General
2 Act (PAGA). The PAGA claim is limited in time to one year. The strength of the PAGA
3 claim would be impacted by the factors discussed above for the non-PAGA claims. Based
4 on recent PAGA decisions, we concluded that even if Plaintiff was successful on this claim
5 through trial, the Court may well have exercised its discretion under PAGA and significantly
6 reduced the penalties. Cal. Labor Code §2699(e)(2). In addition, the settlement was
7 primarily directed at recovering wages and unpaid premiums owed to class members and the
8 bulk of the settlement funds were intended to compensate for these wages. Based on these
9 factors, we believe that the maximum reasonable value of the PAGA claim is approximately
10 \$3 million, and the minimum value is nothing. We therefore concluded that the \$75,000 that
11 the parties allocated to PAGA, \$56,250 of which will be paid to the LWDA, is a reasonable
12 settlement of that claim.

13 30. Based upon the forgoing, we determined that the class claims in this case had
14 a minimum value of nothing and a maximum estimated value of about \$18 million, not
15 including the PAGA penalties. Assuming a class of 7,800, the reasonable estimate of the
16 average amount that Class members could have obtained if Plaintiff proceeded to trial on
17 behalf of the entire Class, if the Class was certified, would be a minimum of nothing and a
18 maximum of about \$2,354. However, the maximum amount is almost never recovered at
19 trial and never in a settlement. Settlements, by their nature, must account for the weaknesses
20 in a plaintiff's case, which are discussed above. Indeed, because Defendants raised a
21 colorable legal or factual defense to each of the claims Plaintiff alleged, it is possible that
22 after trial the Class would recover nothing.

23 31. The PAGA settlement satisfies the criteria in *Moniz v. Adecco USA, Inc.* 72
24 Cal. App. 5th 56, 77 (2021), because "it is fair, reasonable, and adequate in view of PAGA's
25 purposes to remediate present labor law violations, deter future ones, and to maximize
26 enforcement of state labor laws." In our settlement, \$75,000 is allocated to Plaintiff's PAGA
27 claim. In conjunction with the class settlement, this settlement will serve to remediate
28 Defendants' alleged Labor Code violations. Given that Defendants will be paying

1 \$1,350,000 as a result of the alleged violations, the class and PAGA settlement is a large
2 disincentive for Defendants to engage in similar Labor Code violations in the future. And,
3 because Defendants are aware that we have spoken with class members and aggrieved
4 employees as a result of the litigation and because all class members will receive a Class
5 Notice with our contact information, those employees will know to contact us in the future if
6 Defendants attempt to engage in similar practices. These factors—the payment of a large
7 sum and employee notice of violations and potential violations—serve to maximize
8 enforcement of state labor laws. Also, unlike in *Moniz*, here there is no unsubstantiated and
9 disproportionate allocation of civil penalties between different groups of employees. All
10 Aggrieved Employees will receive an allocation of PAGA civil penalties based on the
11 number of qualifying workweeks that they worked for Defendants.

12 32. If the settlement is not approved, Plaintiff would need to move forward with
13 discovery and then move for class certification. Defendants will oppose certification on the
14 grounds that numerous individualized fact issues allegedly exist. Defendants will argue and
15 could succeed in claiming that these individualized issues overwhelm common issues,
16 and/or that the action is not manageable on a class wide basis. The result could be that the
17 case would not be certifiable as a class action.

18 33. Even if we proceeded and the Class is certified, significant risks would
19 remain. At trial Defendants could interpose a successful defense which could either cause
20 the Court to decertify the Class or cause the jury to reject Plaintiff's claims or award the
21 Class only a small amount of the unpaid wages and other damages sought. And, even if the
22 Class ultimately prevailed, most of the Class Members would have to wait years before they
23 received any payment from the lawsuit.

24 34. After analyzing and weighing the evidence discussed above as well as the
25 legal issues, at the mediation we concluded that the settlement of \$1,350,000, \$75,000 of
26 which will be allocated to Plaintiff's PAGA claim, represents a fair and reasonable discount
27 from the realistic recovery. We firmly believe that amount is the most that Defendants were
28 willing to pay at this stage of the case and that if we had rejected that amount, we would

1 have been forced to seek class certification, and subject the Class to the risk of losing at any
2 stage of the process. The settlement will allow the parties to avoid the expense and time
3 commitments of continued litigation and provides a significant benefit for the Class, the
4 LWDA and the PAGA Aggrieved Employees which would not otherwise have been
5 available unless a settlement was reached. Based on my experience, I am of the opinion that
6 a gross settlement of \$1,350,000 is within the “ballpark” of a fair, reasonable and adequate
7 settlement.

8 **Preliminary Approval of Settlement**

9 35. On July 7, 2023, Plaintiff filed her Motion for Preliminary Approval of Class
10 Action Settlement with supporting declarations.

11 36. On August 29, 2023, the Court granted preliminary approval of the settlement
12 and approved the notice of settlement prepared by the parties. A copy of the Court’s
13 preliminary approval order is attached hereto as **Exhibit 2**.

14 **Settlement Administration**

15 37. The settlement is being administered by Phoenix Settlement Administrators
16 (“Phoenix” or “Settlement Administrator”). Until distribution, the Gross Settlement Amount
17 will be held in a Qualified Settlement Fund established by the Settlement Administrator.
18 Phoenix’s fee for the costs of administration of the settlement is \$46,250.

19 38. The notification process was fairly administered. As set forth in the
20 Declaration of Jarrod Salinas, Phoenix Case Manager, on September 28, 2023, Phoenix sent
21 the Notice of Settlement to the 8,711 Class Members’ last-known address as specified in the
22 Court’s Order granting preliminary approval of class action settlement. Of those, 383 were
23 returned, all of those were traced, 315 notices were re-mailed, and 100 were determined to
24 be undeliverable.

25 39. As set forth in the TPA’s declaration, as of the date of this Declaration,
26 Phoenix has received two opt-outs and no objections. There was one dispute about a class
27 member’s settlement payment, but that has been resolved. Class Counsel have not received
28 any objections or opt out notices from any Class Members. Because this is an opt-out Class,

1 8,709 Class Members will receive a settlement payment, which is a 99.9 % participation
2 rate. That participation rate, together with the absence of any objectors, provides a strong
3 indication that the settlement is fair and adequate, and that Class Members believe it to be
4 so.

5 **Request for Attorneys' Fees and Costs**

6 40. The preliminarily approved settlement provides for the payment of up to one
7 third of the gross settlement amount (\$450,000) to Class Counsel for attorneys' fees and up
8 to \$25,000 for Class Counsel's reasonable costs and expenses. Class Counsel had expended
9 \$27,704.64 in connection with this lawsuit, and will expend additional amounts as specified
10 in Paragraph 61. Because this is more than the amount agreed to, Class Counsel will only be
11 requesting reimbursement of \$25,000. This request is fair, reasonable and adequate to
12 compensate Class Counsel for the substantial work we have put into this case and the risk
13 we assumed by taking it. The attorneys' fees award is intended to reimburse Class Counsel
14 for all the uncompensated work that we have already done and for all the work we will
15 continue to do in carrying out and overseeing the administration of the settlement. We are
16 requesting that the Court compensate Class Counsel on a contingency basis in light of the
17 benefit provided to the Class and because a lodestar analysis confirms the reasonableness of
18 the contingency fee.

19 **Summary of Class Counsel's Experience**

20 41. I graduated from the University of Southern California Law School in 1987
21 and have been a member of the California bar since 1987. For my first 14 years of practice, I
22 worked in the Los Angeles office of a large international law firm, then known as LeBoeuf,
23 Lamb, Greene & MacRae, first as an associate and then as an equity partner. I left that firm
24 in 2001 and formed Cotton & Gundzik LLP. In 2012, I joined Gartenberg Gelfand Hayton
25 LLP, and in January of 2020, I formed Gundzik Gundzik Heeger LLP ("GGH"). Throughout
26 my career, I have been involved in the litigation of complex cases, including securities,
27 consumer and wage and hour class actions. Presently, I and my partner, Rebecca Gundzik,
28 are Plaintiff's counsel in approximately ten class actions in various stages of litigation. I

1 have served as class counsel in numerous wage and hour class actions that have already
2 settled and successfully represented a class of service technicians at trial and through appeal
3 in *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36 (2013). The *Gonzalez* case
4 helped develop the law regarding an employee's right to be separately paid for their
5 nonproductive time and is one of the bases for California Labor Code section 226.2.

6 42. Rebecca Gundzik, who is also a partner at my law firm, has worked with me
7 extensively on this case. Ms. Gundzik graduated from the University of Southern California
8 Law School in 1988 and has been a member of the California bar since 1988. In her 34-year
9 legal career, Ms. Gundzik worked at Loeb & Loeb and worked at Allen Matkins Leck
10 Gamble Mallory & Natsis LLP for fifteen years. Ms. Gundzik has also had significant
11 experience with complex cases, including real estate, business, and consumer and wage and
12 hour class actions. Ms. Gundzik works with me on all of my class action matters and was
13 my co-counsel at the trial of *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36
14 (2013).

15 43. I and and/or Rebecca Gundzik and I have been appointed as class counsel in
16 the following wage and hour class actions:

- 17 a. *Gonzalez v. Downtown LA Motors*, 215 Cal. App. 4th 35 (2013)
- 18 b. *Aboyte v. Sunrise Ford, Inc.*, Los Angeles County Superior Court Case No.
19 BC521274
- 20 c. *Alshamri v. Ford of Santa Monica, Inc.*, Los Angeles County Superior Court
21 Case No. BC529007
- 22 d. *Altschuler v. Sedgwick Claims Management Services, Inc.*, Los Angeles
23 Superior Court Case No. 21STCV06933
- 24 e. *Bromberg v. Fidelity National Information Services*, C.D. Cal. No. 2:15-CV-
25 7930
- 26 f. *Burciaga v. Superior Thread Rolling Company*, Los Angeles County
27 Superior Court Case No. BC585143

- 1 g. *Centino v. Arrowhead Products Corporation*, Orange County Superior Court
2 Case No. 30-2018-00988493
- 3 h. *Caesar-Roden v Yoga Works, Inc.*, Los Angeles County Superior Court Case
4 No. BC711991
- 5 i. *Claim Jumper Restaurants Wage and Hour Cases*, JCCP No. 4916
- 6 j. *ClubCorp Wage and Hour Cases*, Orange County Superior Court Case No.
7 30-2-2—01137085 (JCCP No. 5138)
- 8 k. *Cypress Security Wage and Hour Cases*, Los Angeles County Superior Court
9 Case No. BC672405 (JCCP No. 4963)
- 10 l. *Dittmar v. Costco*, S.D. Cal. No. 3-14-CV-1156
- 11 m. *Franco v. Gentry Brothers, Inc.*, Los Angeles County Superior Court Case
12 No. BC586571
- 13 n. *Gallegos v. EC Holdings Inc.*, Los Angeles County Superior Court Case No.
14 BC616867
- 15 o. *Gonzales v. Manrika, Inc.*, Los Angeles County Superior Court Case No.
16 BC570534
- 17 p. *Grieg v. Food on Time, Inc.*, at al., Los Angeles County Superior Court Case
18 No. BC684566
- 19 q. *Guillen v. Grasshopper House, LLC*, Los Angeles County Superior Court
20 Case No. BC685116
- 21 r. *Hall v. Culpepper & Associates Security Services, Inc.*, Los Angeles County
22 Superior Court Case No. 20STCV15317
- 23 s. *Haskins v. Walmart, et al.*, San Diego County Superior Court Case No. 37-
24 2019-00020149-CU-OE-NC
- 25 t. *Hamilton v. BlueMercury, Inc.*, Los Angeles County Superior Court Case No.
26 BC625829
- 27 u. *Henriquez v. NGU Transport LLC*, Los Angeles County Superior Court No.
28 BC714165

- v. *Hernandez v. The Bicycle Casino LP*, Los Angeles County Superior Court
Case No. BC628414
- w. *Hughes v. JeffreyLee Galitz, MD, et al.*, Los Angeles County Superior Court
Case No. 21STCV30732
- x. *Honeine v. PMB Motorcars, LLC*, Los Angeles County Superior Court Case
No. BC530827
- y. *Jimenez v. El Proyecto Del Barrio, Inc.*, Los Angeles County Superior Court
No. 19STCV18696
- z. *Jimenez v. PPG Industries, Inc.*, Los Angeles County Superior Court Case
No. BC613324
- aa. *Kaelberer v. Long Beach Eurocars LLC*, Los Angeles County Superior Court
Case No. BC521275
- bb. *Kuenstle v. Childrens Hospital Los Angeles Medical Group, Inc.*, Los
Angeles County Superior Court Case No. BC653858
- cc. *Maravilla v. Motion Picture Television Fund*, Los Angeles County Superior
Court Case No. BC690494
- dd. *Medina v. Kaweah Pump, Inc.*, Tulare County Superior Court No. 265579
- ee. *Mendoza v. Quanta Computer, USA, Inc.*, Alameda County Superior Court
No. RG11589781
- ff. *Mitchiner v. Cox Target Media, Inc.*, Los Angeles County Superior Court
Case No. 19STCV00319
- gg. *Munoz v. Dependable Highway Express, Inc.*, Los Angeles County Superior
Court Case No. BC535931
- hh. *Nava v. Pacific Coast Sightseeing Tours and Charters, Inc.*, Los Angeles
County Superior Court Case No. BC685681
- ii. *Ortiz v. Roberts Tool Co., Inc.*, Los Angeles County Superior Court Case No.
BC626244

1 jj. *Otis v. Ray Stone Incorporated*, Sacramento County Superior Court Case No.
2 34-2019-00269952
3 kk. *Parrilla v. Monster Energy Company*, Los Angeles County Superior Court
4 Case No. 21STCV25855
5 ll. *Perez v. The Parsons Group, Inc.*, Santa Barbara County Superior Court Case
6 No. 19CV01203
7 mm. *Poland v. Glen Ivy Hot Springs, Inc.*, Riverside County Superior
8 Court No. RIC1312130
9 nn. *Saavedra v. Cliff View Terrace, Inc.*, Santa Barbara County Superior Court
10 Case No. 17CV02531
11 oo. *Santiago v. Univar Solutions Inc., et. al*, Los Angeles County Superior Court
12 Case No. 21STCV25600
13 pp. *Schneider v. Inner City Education Foundation*, Los Angeles County Superior
14 Court Case No. BC617827
15 qq. *Stadnik v. Leon's Transmission Service, Inc.*, Los Angeles County Superior
16 Court Case No. 19STCV44253
17 rr. *Surveillance Security Wage and Hour Cases*, JCCP 4969
18 ss. *T.J. Maxx Wage & Hour Cases*, JCCP No. 5097
19 tt. *Vatrалеva v. Sears, Roebuck and Co.*, Los Angeles County Superior Court
20 Case No. BC515650
21 uu. *Villalobos v. Pedego, Inc.*, Orange County Superior Court Case No. 30-
22 2019-01102461
23 vv. *Watson v. Aegis Security & Investigations Inc.*, Los Angeles County
24 Superior Court Case No. BC695411
25 ww. *Wysocki v. Color Spot Nurseries, Inc.*, San Luis Obispo County Superior
26 Court No. 14CVPO138
27 xx. *Yoo v NGL Transportation LLC*, Los Angeles County Superior Court Case
28 No. BC682160

1 yy. *Yoo v. South Coast Transportation & Distribution, Inc.*, Los Angeles County
2 Superior Court Case No. BC682120

3 44. Many of the cases listed in Paragraph 42 and the cases still active involve
4 wage and hour issues similar to the legal and procedural issues involved in this case.

5 **B. Summary of Work Performed**

6 45. Ms. Gundzik and I have performed significant legal work in this case on
7 behalf of Plaintiff, as summarized in Paragraphs 46-59 below.

8 46. The legal work performed by my firm on the case consumed a great deal of
9 our time and resources. Both GGH and Caskey & Holzman are small firms with few
10 attorneys. We devoted many hours to researching and analyzing the case, negotiating and
11 drafting reports for the Court, drafting pleadings, stipulations and notices, reviewing
12 documents and policies and nearly 100 collective bargaining agreements, drafting formal
13 discovery and discovery responses, meeting and conferring regarding discovery responses,
14 preparing for and taking and defending depositions, interviewing nearly 60 class members,
15 negotiating regarding the parameters of the mediation, preparing for and attending the
16 mediation, drafting and negotiating an extensive settlement stipulation, drafting the motion
17 for preliminary approval, and conferring with class members regarding the settlement.

18 47. We were retained by Ms. Kussner in March of 2021. Thereafter, we
19 investigated and researched Ms. Kussner's claims, we investigated Defendants' businesses
20 and how it operated in California. We drafted the Complaint and filed it on March 30, 2021.
21 We concurrently submitted a PAGA letter to the California Labor and Workforce
22 Development Agency ("LWDA"), a copy of which is attached hereto as **Exhibit 3**.

23 48. We prepared for the Initial Status Conference, which was held on June 18,
24 2021, at which time the Court lifted the discovery stay. During following three months, we
25 drafted the first set of formal written discovery, the First Amended Complaint, a *Belaire-*
26 *West* notice and stipulation, prepared responses to Defendant's formal discovery requests,
27 reviewed and analyzed our client's documents and personnel file, and met and conferred
28

1 extensively with opposing counsel regarding our client's discovery responses, Defendant's
2 discovery responses and Defendant's production of documents.

3 49. In October and November of 2021, we continued to meet and confer with
4 defense counsel extensively regarding the formal discovery and we drafted supplemental
5 discovery responses.

6 50. In the end of December of 2021, we received the class list. Between January
7 of 2022 until the mediation in March of 2023 we attempted to interview as many class
8 members as possible. We were successful in contacting approximately 60 class members
9 and interviewed them regarding their experiences working for Defendants. And, we
10 prepared extensive summaries of those interviews. The class member interviews assisted us
11 greatly in preparing our damages assessments.

12 51. During the first quarter of 2022, we reviewed and analyzed Defendants'
13 supplemental discovery responses, continued to meet and confer with Defendants regarding
14 discovery, reviewed and analyzed documents produced by Defendants, and interviewed
15 class members.

16 52. In April of 2022, we prepared for and deposed Defendants' PMQ. We also
17 met with our client extensively to prepare her for her deposition, and I defended her at the
18 deposition.

19 53. In May of 2022, we drafted a second set of formal discovery, continued to
20 meet and confer with defense counsel regarding their clients' discovery responses and
21 document productions, and met and conferred regarding the deadline for filing Plaintiff's
22 class certification motion. As a result, we drafted and submitted a stipulation to continue the
23 deadline.

24 54. In June through September of 2022, we began our review of nearly 100
25 collective bargaining agreements which Defendants contended were a defense to liability on
26 Plaintiff's class claims. We also continued to interview class members, analyze other policy
27 documents produced Defendants, and met and conferred with defense counsel regarding
28

1 additional depositions and a potential mediation. At the end of September of 2022, I took a
2 second deposition of Defendants' PMQ.

3 55. During October and November of 2022, we continued to analyze the
4 collective bargaining agreements, interview class members, and review relevant case law
5 regarding Defendants' potential defenses. And, the parties agreed to mediate the case and
6 discussed and researched potential mediators. In connection with the mediation, Defendants
7 provided additional information including, the number of Class Members and PAGA
8 Aggrieved Employees, total Class Member workweeks and pay periods, total PAGA
9 Aggrieved Employee workweeks and pay periods, and other data.

10 56. We used all of the above-referenced information, together with information
11 obtained from our client, to develop a detailed damages assessment. And we prepared a
12 mediation brief and prepared for the mediation.

13 57. When the case settled after the mediation, my office agreed to prepare all of
14 the settlement documents and motions. To that end, we first prepared a memorandum of
15 understanding and then the Class Action and PAGA Settlement Agreement and Class
16 Notice, all of which we negotiated extensively with defense counsel. We also prepared the
17 Motion for Preliminary Approval and the supplemental papers required by the Court. We
18 then oversaw the process of mailing settlement notices.

19 58. Our work on the case will not end with the filing of this motion. We will need
20 to address any belated objections, appear for the hearing and then, if the motion is granted,
21 oversee the receipt and disbursement of settlement funds. As part of that process, we will
22 likely receive and respond to communications from Class Members about the settlement.

23 59. The actual time Rebecca Gundzik, I, and our paralegal Nicole Salazar
24 expended litigating this matter is itemized in detail in our billing records through December
25 11, 2023, a true and correct copy of which are attached hereto in **Exhibit 4**. As shown on
26 **Exhibit 4**, my firm has incurred attorneys' fees through December 11, 2023 on this case in
27 the amount of \$405,492.50. These time entries include the following amounts of time spent
28 on the following activities:

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
Communications with client and other class members: initial client meetings and review of claims, ongoing communications and meetings with client; interview approximately 60 class members and prepare interview summaries; pre-filing investigation	109.4 hours
Strategy, research and analysis regarding claims, collective bargaining agreements and other legal issues	40.0 hours
Communications with defense counsel; meet and confer regarding discovery, stipulations, and depositions	15.0 hours
Formal written discovery and depositions	101.6 hours
Settlement matters: negotiation with opposing counsel and mediator after mediation, communications with co-counsel, preparing and reviewing the Memorandum of Understanding, settlement agreement and the class notice; communications with the settlement administrator	55.1 hours
prepare for/attend Court hearings	6.8 hours
performing review and analysis of class members' and plaintiff's records, sample payroll records, policy handbooks, other policies and approximately 100 collective bargaining agreements, determine key facts and create written analyses and damages model	72.1 hours
prepare for and attend mediation (includes working to prepare mediation strategy, drafting mediation brief and summary for Defendants, post-mediation analysis)	94.8 hours
Drafting and reviewing pleadings and Court documents and related	131.7 hours

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
communications (includes complaints, stipulations regarding litigation, motion for preliminary approval and supporting declarations, and motion for final approval and supporting declarations)	
<u>Total Hours:</u>	626.5 hours

60. This chart and our billing records do not include approximately 25 additional hours to finalize this Motion, prepare for and attend the hearing on this Motion, and time that I or Ms. Gundzik will spend working with Phoenix and Defendants to implement the settlement and communicate with Class Members regarding the disbursement of the settlement funds. At our hourly rate of \$825, this additional time adds \$20,625 to our lodestar. Additionally, as set forth in his declaration, our co-counsel Daniel Holzman spent 81.2 hours working on the case at his hourly rate of \$750, and he accordingly incurred total fees in the amount of \$60,900. Including the fees we have already billed, the additional \$20,625 we anticipate incurring in the future, and the \$60,900 amount incurred by Mr. Holzman, our total lodestar is **732.7 hours** for a total lodestar in the amount of **\$487,017.50**.

61. My firm also incurred costs in this case that we have paid which include but are not limited to fees and expenses for filing, copies, service of process, the mediator's fees, consultant fees and postage and delivery. My firm incurred costs and expenses of \$14,940.72 and will incur additional filing fees in connection with this Motion in the approximate amount of \$49 and future CaseAnywhere fees of approximately \$240 (\$120 per quarter for at least two more quarters) for total expenses in the amount of \$15,229.72. As set forth in Mr. Holzman's declaration, his firm incurred costs and expenses in the amount of \$12,763.92 and will include additional CaseAnywhere fees of approximately \$240. Because our total expenses of \$28,233.64 exceeds the \$25,000 agreed to in the Settlement Agreement, we are requesting **\$25,000** for reimbursement of Plaintiff's costs and expenses.

62. Despite the risks presented by Defendant's various arguments and defenses, we invested our time and litigation costs and expenses, with no guarantee of compensation

1 or reimbursement. In addition, we were precluded from spending time on other matters so
2 that we could devote our attention to this case. My firm took this case on a contingent-fee
3 basis against a corporation represented by a reputable defense firm. We are a small firm with
4 only two litigation attorneys and one paralegal. As such, when we take contingent-fee cases,
5 we must pay careful attention to the economics involved, because there are some cases we
6 expend a great deal of time on, but which produce little or no fees.

7 63. Contingent-fee cases present the very real risk of working hundreds if not
8 thousands of hours that may never be entirely compensated. Moreover, while the case is
9 being litigated, counsel must pay overhead (salaries, rent, etc.), pay their expenses and pay
10 out-of-pocket expenses on the plaintiff's behalf. The prospect of a court-awarded fee does
11 not greatly reduce the risk posed by these cases. One must prevail to receive a court-
12 awarded fee, and even the best cases can be lost at trial. There are also often unseen
13 obstacles that arise during a case, such as a change in the law, documents which do not
14 comport with a client's recollection of the facts, or a client's acceptance of a settlement offer
15 that does not compensate us for our reasonable fees.

16 64. Defendants do not oppose the fees and costs being requested in this case.
17 Moreover, the Notice of Settlement mailed to Class Members stated the amount of fees
18 being requested by Class counsel. Not a single Class Member has objected to our requested
19 fee award.

20 65. The lodestar cross-check against the percentage of the benefit analysis (or
21 common fund approach) supports the requested contingency-fee percentage. A loadstar
22 cross-check analysis typically happens in three steps. First, a trial court must determine a
23 baseline guide or "loadstar" figure based on the time spent and reasonable hourly
24 compensation for each attorney involved in the case. *Serrano v. Priest*, 20 Cal.3d 25, 48
25 (1975). Second, a court sets an hourly fee to apply to the time expended, with reference to
26 the prevailing rates in the geographic area in which the action is pending. *Bihun v. AT&T*
27 *Information Systems*, 13 Cal.App.4th 976, 997 (1993). Third, a multiplier is selected with
28 reference to factors substantially similar to the common-fund analysis: (1) the novelty and

1 difficulty of the issues involved, (2) the skill displayed in presenting them, (3) the extent to
2 which the nature of the litigation precluded other employment by the attorneys, and (4) the
3 contingent nature of the award, based on the uncertainty of prevailing on the merits and of
4 establishing eligibility for the award, (5) the amount involved and the results obtained on
5 behalf of the class by plaintiffs' counsel, and (6) the reaction of the class members. *Serrano*
6 *v. Priest*, 20 Cal.3d at 49. Here, because our actual fees exceed the amount we are
7 requesting, no multiplier analysis is required.

8 66. I am familiar with the hourly rates charged by attorneys with similar
9 experience and expertise. My and Ms. Gundzik's hourly rates of \$825 are well within the
10 range of rates charged by attorneys with similar expertise and experience. Likewise, Ms.
11 Salazar's hourly rate of \$125 is well within the rates for paralegals in California. These rates
12 are comparable to those judicially-approved for other plaintiffs' firms in California. *See*,
13 *e.g.*, *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL
14 No. 2672, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (finding a lodestar cross-
15 check supports the reasonableness of Class Counsel's requested fees and approving partner
16 billing rates ranging from \$275 to \$1,600); *Dickey v. Advanced Micro Devices, Inc.*, No. 15-
17 cv-04922-HSG, 2020 WL 870928, at *8 (N.D. Cal. Feb. 21, 2020) (finding rates
18 between \$275 and \$1,000 for attorneys reasonable); *In re Yahoo! Inc. Customer Data Sec.*
19 *Breach Litig.*, No. 16-MD-02752-LHK, 2020 WL 4212811, at *26 (N.D. Cal. July 22, 2020)
20 (approving rates of \$450 to \$900 for partners, \$160 to \$850 for non-partner attorneys, and
21 \$50 to \$380 for staff members); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San
22 Francisco Super. Ct.) (approving partner rates between \$550 and \$850 per hour); and
23 *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates
24 of \$700 to \$825 an hour).

25 67. The 2020 Class Action Hourly Rate Survey, conducted by the National
26 Association of Legal Fee Analysis (NALFA), asked class action litigators from the nation's
27 16 largest legal markets if their current regular hourly rate falls within a given range. The
28

NALFA survey shows that the average hourly rate for partners like me and Ms. Gundzik, who have more than 20 years of experience, ranges between \$801-\$900. See **Exhibit 5**.

68. Defense-side hourly rates are also relevant. In a survey of more than 250 U.S. law firms conducted by the international accounting and consulting firm PricewaterhouseCoopers ("PwC"), the median average 2020 billing rate for litigation equity partners at AmLaw 25 firms was \$1,327/hour and for AmLaw 50 firms was \$1,206/hour.

69. Likewise, the following is a table of hourly rates which was prepared by a Federal Court in *Xu v. Yamanaka*, No. 13-CV-3240 YGR, 2014 WL 3840105, at *4 (N.D. Cal. Aug. 1, 2014):

Firm	Partner Range	Partner Average	Associate Range	Associate Avg.
Weil Gotshall		\$927	\$450–790	\$581
Latham & Watkins	\$895–1110	\$990	\$465–725	\$605
Paul Weiss	\$760–1120	\$1040	\$250–760	\$600
Skadden Arps	\$845–1150	\$1035	\$340–845	\$620
Willkie Farr	\$790–1090	\$950	\$350–790	\$580

These rates for partners include many who have less years of legal experience than Class Counsel, as partnership positions usually begin after eight or nine years of work. I became a partner at the national firm formerly known as LeBoeuf Lamb Greene & MacRae in 1995 but have been working in the legal field for twenty-seven years since that time and have been working as an attorney for thirty-five years. It is therefore reasonable to assume that these average rates certainly apply to partners at these firms with thirty plus years of experience, like Rebecca Gundzik and me. Most of my former partners charge hourly rates in excess of the hourly rate I am seeking.

70. The fees we are requesting comport with the attorneys' fee agreements in the lawsuit. Pursuant to the Settlement Agreement, the parties agreed that Class Counsel could seek their attorneys' fees in an amount of up to one-third of the Gross Settlement Amount. The engagement agreement that GGH and Plaintiff Kussner entered into provides for a fee award in this amount. It was agreed that attorney's fees would be the greater of (1) one-third of all amounts obtained or received in the lawsuit, or (2) the hours worked multiplied by the

1 hourly rates of the attorneys working on the case, plus any additional multiplier awarded by
2 the Court.

3 71. The results obtained support the requested multiplier. The settlement is very
4 good for the Class. It is not likely that many Class Members would have expended the time
5 or effort to take the necessary steps to attempt to recover their unpaid wages. Indeed, in our
6 communications with Class Members we have been thanked for and complimented about
7 our work on this case on behalf of the Class.

8 **The Proposed Service and Release Award to the Class Representative**

9 72. As compensation for her efforts, the Settlement Agreement provides that
10 Representative Plaintiff Michelle Kussner will receive a service and release award in the
11 amount of \$10,000 as payment for her time and efforts in pursuing this action, for the risks
12 she took in agreeing to serve as a class representative and as additional compensation for the
13 expanded release that she is providing. In addition to the time that she spent on this matter
14 and the risks she undertook, as an additional requirement to receiving her service and release
15 payment, Plaintiff is being required to sign a broad general release which includes a waiver
16 of Section 1542 of the California Civil Code.

17 73. It is important that the named Plaintiff be paid a fair amount for her services.
18 By agreeing to become a named representative she subjected herself to substantial risks. Ms.
19 Kussner also spent a significant amount of time on the lawsuit, meeting with us many times
20 by Zoom and by telephone and missing two days of work to attend her deposition and the
21 mediation. See *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal. App. 4th 1251, 1272.
22 She provided us with many documents and connected us with other class members who we
23 interviewed. By agreeing to serve as a class representative, Ms. Kussner has taken
24 significant actions to protect the interests of the Class, and the Class has significantly
25 benefitted from those actions. *Clark v. American Residential Services LLC* (2009) 175 Cal.
26 App. 4th 785, 804.

27 74. If it wasn't for the named Plaintiff, the settlement, pursuant to which
28

1 approximately \$743,750 will be paid to Class Members, would not have been obtained for
2 the Class. It is not likely that many Class Members would have expended the time or effort
3 to take the necessary steps to attempt to recover their unpaid reimbursements. Although we
4 contend Defendants had not been compensating employees for the amounts at issue in this
5 case for many years, only the named Plaintiff was willing to come forward and seek
6 compensation for all of Defendants' employees.

7 75. If Plaintiff had gone to the Department of Labor, she may have received
8 some compensation, but the Class, LWDA and Aggrieved Employees would have received
9 nothing.

10 I declare under penalty of perjury under the laws of the state of California that the
11 foregoing is true and correct.

12
13 Dated: December 19, 2023



14 Aaron C. Gundzik
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Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Michelle Kussner (“Plaintiff”) and defendants MV Public Transportation, Inc. and MV Transportation, Inc. (collectively, “MV”). The Agreement refers to Plaintiff and MV collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against MV captioned *Kussner v. MV Public Transportation, Inc.*, 21STCV12259 initiated on March 30, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by MV in California, who worked for MV in a non-exempt position during the PAGA Period for at least one pay period and performed services as drivers, or assisting drivers, including bus operators, bus aides, road supervisors and dispatchers.
- 1.5. “Class” means all persons employed by MV in California who worked for MV in a non-exempt position during the Class Period for at least one week and performed services as drivers, or assisting drivers, including bus operators, bus aides, road supervisors and dispatchers.
- 1.6. “Class Counsel” means Aaron Gundzik and Rebecca Gundzik of Gundzik Gundzik Heeger LLP and Dan Holzman of Caskey & Holzman.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in MV’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from June 11, 2020, to the date of Preliminary Approval.
- 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “MV” means named Defendants MV Public Transportation, Inc. and MV Transportation, Inc.
- 1.17. “Defense Counsel” means Gregory Iskander and Michael Nelson of Littler Mendelson, PC.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Judgment; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$1,350,000 which is the total amount MV agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement

Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administrator's Expenses.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for MV for at least one day during that pay period.
- 1.31. "PAGA Period" means the period from June 11, 2020, to the date of Preliminary Approval.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.33. "PAGA Notice" means Plaintiff's March 30, 2021, letter to MV and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and the amended letter to the LWDA identifying MV Transportation, Inc. as an additional defendant.
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$18,750) and the 75% to LWDA (\$56,250) in settlement of PAGA claims.

- 1.35. “Participating Class Member” means a Class Member who does not submit valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Michelle Kussner, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: MV and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week in which a Class Member worked for MV for at least one day during that week in the Class Period.

2. RECITALS.

- 2.1. On March 30, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against MV for (1) failure to pay wages earned; (2) failure to pay overtime; (3) failure to provide meal and rest breaks; (4) non-compliant wage statements; (5) failure to pay final wages; (6) failure to reimburse for necessary expenses; and (7) violation of California Business & Professions Code sections 17200, et seq. On June 21, 2021, Plaintiff filed a First Amended Complaint alleging causes of action against MV for (1) failure to pay wages earned; (2) failure to pay overtime; (3)

failure to provide meal and rest breaks; (4) non-compliant wage statements; (5) failure to pay final wages; (6) failure to reimburse for necessary expenses; (7) violation of California Business & Professions Code sections 17200, et seq.; and (8) for recovery of civil penalties under PAGA. Concurrently with the filing of the Motion for Preliminary Approval, Plaintiff will file a Second Amended Complaint, which will include the same causes of action as the First Amended Complaint, but will also name MV Transportation, Inc. as another Defendant. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). MV denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to MV and the LWDA by sending the PAGA Notice and the Amended PAGA Notice.
- 2.3. On March 28, 2023, the Parties participated in an all-day mediation presided over by Michael Loeb which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, deposition testimony, policy documents, time and pay records, collective bargaining agreements and personnel file. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. FootLocker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are aware of one other pending matter or action asserting claims that will be extinguished or affected by the Settlement, entitled *Ozorio v. MV Transportation, Inc.*, Case No. 22STCV02835, pending in Los Angeles County Superior Court, and which has been stayed pending resolution of this matter.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, MV promises to pay \$1,350,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. MV has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to MV.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). MV will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$450,000, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. MV will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds MV harmless, and indemnifies MV, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$46,250 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment of less than \$46,250, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks

worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. One-third of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Two-thirds of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$75,000 to be paid from the Gross Settlement Amount, with 75% (\$56,250) allocated to the LWDA PAGA Payment and 25% (\$18,750) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Non-Participating Class Members will still be issued their Individual PAGA Payment and shall be bound by the PAGA release.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of March 28, 2023, MV estimates there are 7,800 Class Members who collectively worked a total of 437,254 Workweeks, and 7,800 Aggrieved Employees who worked a total 218,627 PAGA Pay Periods.

- 4.2. Class Data. Not later than 20 calendar days after the Court grants Preliminary Approval of the Settlement, MV will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data, without names (and instead using a unique identifier), contact information or social security numbers, shall also be provided to Class Counsel. To protect Class Members' privacy rights, the Administrator and Class Counsel must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. MV has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which MV must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. MV shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay MV's share of payroll taxes by transmitting the funds to the Administrator no later than 10 calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 10 calendar days after MV funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.2.1 Within 60 days after settlement checks are mailed, the Administrator shall mail postcards to all Class Members who have not yet cashed their settlement checks. The postcards shall inform such Class Members of the upcoming void date for settlement checks and offer to replace any checks that have been lost or not received. Prior to sending such postcards, the Administrator shall perform a Class Member Address Search to locate any new addresses for all Class Members who have not yet negotiated their settlement checks. The reminder postcards shall be sent to the Class Member's new address as determined through the Class Member Address Search.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate MV to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when MV provides all funds due under this Agreement to the Administrator, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during her employment with MV, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice(s), or ascertained during the Action and

released under 5.2, below (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time. Plaintiff’s release also does not include any claims for Worker’s Compensation or any claims alleged by Plaintiff in the action titled *Kussner v MV Public Transportation, Inc.*, 22STCV16782. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and factual or legal theories arising during the Class Period that were alleged in the Operative Complaint (or LWDA notice) or arise from facts alleged in the Operative Complaint (or LWDA notice), including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay wages or other compensation earned (including at the proper regular rate), failure to pay overtime, failure to indemnify business expenses, failure to provide accurate wage statements, failure to timely pay all final wages, unfair competition, civil penalties under PAGA, Labor Code sections 201, 202, 203, 204, 510, 512, 226, 226.7, 246, 1194, 1194.2, 2802, and 2699, Business and Professions Code section 17200 et seq., and Wage Order 9. Class Members shall not waive section 1542 of the California Civil Code.
- 5.3 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any liability for civil penalties recoverable under PAGA for violations during the PAGA Period under PAGA based on any factual or legal theories that were alleged in the Operative Complaint or LWDA notice or arise from facts alleged in the Operative Complaint or LWDA notice, including for the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 510, 512 and 2802. PAGA Employees shall not waive section 1542 of the California Civil Code.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) and will provide counsel for MV the opportunity to review and comment prior to filing.
- 6.1 Declaration in Support of Preliminary Approval. Prior to the Motion for Preliminary Approval, counsel for MV will prepare and deliver to Class Counsel a signed Declaration to the extent there are any facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient, or to the extent there are additional pending matters or actions asserting claims that will be extinguished or adversely affected by the Settlement not previously disclosed herein as set forth in section 2.6.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.5 Amended Complaint. Concurrently with filing the Motion for Preliminary Approval, Plaintiff will file an amended complaint in the form of Exhibit B. MV will not oppose the amended complaint or be required to respond or answer, and all material allegations are deemed denied. In the event that approval of the Settlement is not granted, the amended complaint shall be deemed withdrawn.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators (PSA) to serve as the Administrator and verified that, as a condition of appointment, PSA agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to

this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, MV or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, MV will investigate by reviewing its personnel records and if necessary, will meet and confer with Class Counsel to determine whether to include them as Class Members. If the persons meet the criteria to be included in the Class, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service

Payment.

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.
 - 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use a secure, non-public internet website accessible only by Class Members to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
 - 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
 - 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGAPayments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, or at such other time as determined by Class Counsel, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, or at such other time determined by Class Counsel, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, MV estimates that, as of March 28, 2023, (1) there are 7,800 Class Members and 437,254 Total Workweeks during the Class period and (2) there were 7,800 Aggrieved Employees who worked 218,627 Pay Periods during the PAGA Period. In the event the total pay periods or workweeks in the Class Data is more than 10% larger than as set forth above, at its option, MV shall either increase the portion of the Gross Settlement Amount allocated to the Class pro rata, with a 10% grace margin (i.e. if the numbers increase by 12%, the Gross Settlement Amount shall increase by 2%), or elect to limit the date for determining class membership and released claims so as to limit the class size to a maximum of no more than 10% of the estimated Class (e.g., if the class size increases more than 10% one month before preliminary approval, then the membership in the class shall cut-off as of that date).

9. **MV'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, MV may,

but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if MV withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, MV will remain responsible for paying all Settlement Administration Expenses incurred to that point. MV must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

- 10.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by MV that any of the allegations in the Operative Complaint have merit or that MV has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that MV's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, MV reserves the right to contest certification of any class for any reasons, and MV reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest MV's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce

or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, MV and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, MV and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Publicity. Plaintiff and Class Counsel agree to not publicize the settlement on their personal and business websites, through a press release, or social media. This shall not prohibit Class Counsel from referencing the action in future motions for approval as class counsel.
- 12.4 Injunction Against Duplicative Claims. Upon Preliminary Approval of the Settlement, all Class Members who do not opt out of the Settlement shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the Released Class Claims defined herein. Any related pending actions, claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed until the Class Members have had an opportunity to decide to participate, object or file a request for exclusion from this Settlement. In addition, Upon Preliminary Approval of the Settlement, all Class Members (regardless of whether they opt-out) shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division

of Labor Standards Enforcement (“DLSE”) or the United States Department of Labor (“DOL”), or from initiating any other proceedings, regarding any of the Released PAGA Claims defined hereinabove to the extent the such actions, claims, complaints, or proceedings are based on the Released PAGA Claims.

- 12.5 Invalidity of Any Provision. Before declaring any provision of this Agreement 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 Agreement valid and enforceable.
- 12.6 Waiver. No waiver of any condition or covenant contained in this Agreement 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.
- 12.7 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.8 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.9 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and MV, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.10 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.11 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 12.12 No Tax Advice. Neither Plaintiff, Class Counsel, MV nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.13 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.14 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.15 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.16 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.17 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.18 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by MV in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic versions of Class Data received from MV unless, prior to the Court's discharge of the Administrator's obligation, MV makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.19 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

- 12.20 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.21 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Aaron C. Gundzik
aaron.gundzik@gghllp.com
Rebecca Gundzik
rebecca.gundzik@gghllp.com
Gundzik Gundzik Heeger LLP
14011 Ventura Blvd., Suite 206E
Sherman Oaks, CA 91423
Telephone: (818) 290-7461
Facsimile: (818) 918-2316

Daniel M. Holzman
dholzman@caskeyholzman.com
Caskey & Holzman
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

To MV:

Gregory G. Iskander
giskander@littler.com
Michael W. Nelson
mwnelson@littler.com
Littler Mendelson, PC
1255 Treat Blvd., Suite 600
Walnut Creek, CA 94597
Telephone: (925) 932-2468
Fax. No. (925) 946-9809

- 12.22 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.23 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.


Michelle Solange Kussner (Jun 16, 2023 13:08 PDT)

Plaintiff Michelle Kussner

Dated: 06/16, 2023

Defendant MV Public Transportation, Inc.

By: 

Its: EVP & General Counsel

Dated: June 20, 2023

Defendant MV Transportation, Inc.

By: 

Its: EVP & General Counsel

Dated: June 20, 2023

Approved as to form:

Dated: June 21, 2023

LITTLER MENDELSON, PC



Gregory G. Iskander
Michael W. Nelson
Attorneys for Defendants

Dated: June 16, 2023

GUNDZIK GUNDZIK HEEGER LLP



Aaron C. Gundzik
Rebecca G. Gundzik
Attorneys for Plaintiff Michelle Kussner,
individually and on behalf of all other
similarly situated

Dated: June 16, 2023

CASKEY & HOLZMAN



Daniel Holzman
Attorneys for Plaintiff Michelle Kussner
individually and on behalf of all other
similarly situated

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Kussner v. MV Public Transportation, Inc., 21STCV12259

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against MV Public Transportation, Inc. and MV Transportation, Inc. (collectively referred to in this Notice as “MV”) for alleged wage and hour violations. The Action was filed by a former MV employee Michelle Kussner (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees who performed services in California as drivers, or assisting drivers, including bus operators, bus aides, road supervisors and dispatchers (“Class Members”) who worked for MV during the Class Period June 11, 2020 to [Preliminary Approval]; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who performed services in California as drivers, or assisting drivers, including bus operators, bus aides, road supervisors and dispatchers who worked for MV during the PAGA Period June 11, 2020 to [Preliminary Approval] (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring MV to fund Individual Class Payments, and (2) a PAGA Settlement requiring MV to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on MV’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on MV’s records showing that **you worked _____ eligible workweeks** during the Class Period and **you worked _____ eligible pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires MV to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against MV.

If you worked for MV during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against MV.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against MV, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

MV will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against MV that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. MV must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlementbut not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
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You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to MV’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former MV employee. The Action accuses MV of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, sick leave and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Aaron Gundzik and Rebecca Gundzik of Gundzik Gundzik Heeger LLP and Dan Holzman of Caskey & Holzman (“Class Counsel.”)

MV strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether MV or Plaintiff is correct on the merits.

In the meantime, Plaintiff and MV hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and MV have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, MV does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) MV has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. MV Will Pay \$1,350,000 as the Gross Settlement Amount (Gross Settlement). MV has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, MV will fund the Gross Settlement not more than 20 calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$450,000 (one-third of the Gross Settlement Amount to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$46,250 to the Administrator for services administering the Settlement.

- D. Up to \$75,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and MV are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. MV will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and MV have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their

rights to personally pursue wage and hour claims against MV.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against MV based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and MV have agreed that, in either case, the Settlement will be void: MV will not pay any money and Class Members will not release any claims against MV.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and MV has paid all funds due under the Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against MV or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and factual or legal theories arising during the Class Period that were alleged in the Operative Complaint (or LWDA notice) or arise from facts alleged in the Operative Complaint (or LWDA notice), including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay wages earned (including at the proper regular rate), failure to pay overtime, failure to indemnify business expenses, failure to provide accurate wage statements, failure to timely pay all final wages, unfair competition, civil penalties under PAGA, Labor Code sections 201, 202, 203, 204, 510, 512, 226, 226.7, 246, 1194, 1194.2, 2802, and 2699,

Business and Professions Code section 17200 et seq., and Wage Order 9.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and MV has paid all funds due under the Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against MV, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against MV or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any liability for civil penalties recoverable under PAGA for violations during the PAGA Period under PAGA based on any factual or legal theories that were alleged in the Operative Complaint or LWDA notice or arise from facts alleged in the Operative Complaint or LWDA notice, including for the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 510, 512 and 2802. PAGA Employees shall not waive section 1542 of the California Civil Code.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in MV's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept MV's calculation of Workweeks and/or Pay Periods based on MV's records as accurate unless you send copies of records containing

contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and MV's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Kussner v. MV Public Transportation, 21STCV12259*, and include your identifying information (full name, address, telephone number, approximatedates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before decidingwhether to object, you may wish to see what Plaintiff and MV are asking the Court to approve. At least 16 business days before the ___Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's

Website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is __.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Kussner v. MV Public Transportation, 21STCV12259* and include your name, current address, telephone number, and approximate dates of employment for MV and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything MV and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Aaron C. Gundzik
aaron.gundzik@gghllp.com
Rebecca Gundzik
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Daniel M. Holzman
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Caskey & Holzman
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Settlement

Administrator: Name of

Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund <https://ucpi.sco.ca.gov> for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

AARON C. GUNDZIK (State Bar No. 132137)
 REBECCA G. GUNDZIK (State Bar No. 138446)
 GUNDZIK GUNDZIK HEEGER LLP
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MARSHALL A. CASKEY (State Bar No. 65410)
 DANIEL M. HOLZMAN (State Bar No. 176663)
 N. CORY BARARI (State Bar No. 295306)
 CASKEY & HOLZMAN
 24025 Park Sorrento, Ste. 400
 Calabasas, CA 91302
 Telephone: (818) 657-1070
 Facsimile: (818) 297-1775

Attorneys for Plaintiff Michelle Kussner, individually,
 on behalf of all others similarly situated

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

MICHELLE KUSSNER, individually and
 on behalf of all others similarly situated,

Plaintiff,

vs.

MV PUBLIC TRANSPORTATION, INC.,
 a California Corporation; MV
 TRANSPORTATION, INC., a California
 Corporation; DOES 1 through 25,

Defendants.

Case No.: 21STCV12259
Assigned to Hon. Carolyn B. Kuhl
Department SSC-12

~~PROPOSED~~ ORDER:

- (1) PRELIMINARILY
 APPROVING CLASS
 ACTION SETTLEMENT;**
- (2) CONDITIONALLY
 CERTIFYING A CLASS
 FOR SETTLEMENT
 PURPOSES ONLY;**
- (3) APPROVING THE NOTICE
 OF SETTLEMENT; AND**
- (4) SETTING A HEARING ON
 MOTION FOR FINAL
 APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: August 29, 2023
 Time: 10:30 a.m.
 Place: Department SSC-12

Complaint Filed: March 30, 2021

The Court, having considered Plaintiff Michelle Kussner's Motion for Preliminary Approval of Class Action and PAGA Settlement and the papers filed in support thereof, including the parties' Class Action and PAGA Settlement Agreement and Notice

1 (“Settlement Agreement”) executed by Plaintiff and Defendants MV Public Transportation,
2 Inc. and MV Transportation, Inc. and attached as Exhibit 1 to the Declaration of Aaron
3 Gundzik in Support of Plaintiff’s Motion for Preliminary Approval, makes the following
4 findings:

5 1. The parties to this action are Plaintiff Michelle Kussner (“Plaintiff”) and
6 Defendants MV Public Transportation, Inc. and MV Transportation, Inc. (“Defendants”).

7 2. After participating in an arms’-length mediation, Plaintiff and Defendants
8 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks
9 to represent. The terms of the proposed settlement are fully set forth in the Settlement
10 Agreement.

11 3. The terms of the proposed settlement include the following:

12 a. The proposed Class consists of all persons employed by Defendants
13 in California who worked for Defendants in a non-exempt position during the Class Period
14 for at least one week and performed services as drivers, or assisting drivers, including bus
15 operators, bus aides, road supervisors and dispatchers.

16 b. The proposed Class Period is from June 11, 2020, through the date of
17 preliminary approval.

18 c. The Aggrieved Employees are all persons employed by Defendants in
19 California who worked for Defendants in a non-exempt position during the PAGA Period for
20 at least one week and performed services as drivers, or assisting drivers, including bus
21 operators, bus aides, road supervisors and dispatchers.

22 d. The PAGA Period is from June 11, 2020, to the date of preliminary
23 approval.

24 e. In settlement, Defendants will pay the gross amount of \$1,350,000.
25 From the gross settlement amount, the parties propose to deduct fees for settlement
26 administration costs in the amount of \$46,250, PAGA Penalties totaling \$75,000, a Class
27 Representative Service Payment to Plaintiff of up to \$10,000, a Class Counsel Litigation
28

1 Expenses Payment not to exceed \$25,000, and a Class Counsel Fees Payment, not to exceed
2 \$450,000.

3 f. 75% of the \$75,000 in PAGA Penalties will be paid to the LWDA.
4 The other 25% will be divided among the Aggrieved Employees based on the formula
5 specified in the Settlement Agreement.

6 g. The Net Settlement Amount, which is the amount remaining after the
7 forgoing deductions, as approved by the Court, will be distributed to Participating Class
8 Members in accord with the formula specified in the Settlement Agreement.

9 4. The Parties propose that notice of this proposed settlement be sent to all Class
10 Members by regular mail and that Class Members shall have forty-five (45) days to opt out
11 of or object to the settlement.

12 5. The proposed Class Counsel are experienced and, in their view, the proposed
13 settlement is fair and reasonable.

14 6. The notice procedure set forth in the Settlement Agreement will adequately
15 notify the Class of the settlement and of their right to opt out or object.

16 7. The Settlement Agreement and Notice include a proposed release which will
17 bind those Class Members who do not opt out of the Class.

18 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

19 8. The motion is granted. The Court preliminarily finds that the proposed
20 settlement is fair and reasonable to the proposed Class.

21 9. The class action settlement, as set forth in the Settlement Agreement, is
22 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

23 10. The proposed class is provisionally certified as an opt-out class action under
24 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
25 matter, with the class defined as specified above and in the Settlement Agreement.

26 11. Plaintiff Michelle Kussner is appointed as the class representative for the
27 provisionally certified class.
28

1 12. Aaron C. Gundzik, Rebecca G. Gundzik and Daniel Holzman are appointed
2 as Class Counsel for the provisionally certified class.

3 13. Phoenix Settlement Administrators is approved as the Settlement
4 Administrator.

5 14. The Class Notice in substantially the form attached hereto as Exhibit 1 is
6 approved and the Settlement Administrator is authorized to send the Class Notice to the
7 provisionally certified Class.

8 15. The Court directs the settlement administrator to mail the Class Notice to the
9 Class Members in a manner consistent with the Settlement Agreement.

10 16. The Court preliminarily approves of the Class Member and Aggrieved
11 Employee release in the Settlement Agreement.

12 17. The Court directs that all objections to the Settlement be sent to the
13 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
14 the Class Notice is mailed.

15 18. The Court directs that all requests for exclusion must be sent to the
16 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
17 the Class Notice is mailed or re-mailed.

18 19. A Final Approval Hearing on the question of whether the proposed class
19 settlement should be finally approved as fair, reasonable, and adequate as to the members
20 of the proposed settlement class, for approval of Class Counsel Fees Payment and Class
21 Counsel Litigation Expenses Payment, for approval of the Class Representative Service
22 Payment, for approval of the Administrative Expenses Payment and for approval of the
23 PAGA Penalties and payment of such penalties to the LWDA and Aggrieved Employees is
24 set for Jan. 16, 2024 at 10:00 am in Department 12 of the above-entitled
25 Court.

26 20. The Court orders that the papers in support of the final approval of the
27 settlement and Plaintiff's award of attorneys' fees and costs shall be filed 16 court days
28 before the hearing.

21. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within 20 calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten calendar days of receipt of class data from Defendant
Deadline to challenge Workweeks, opt out of or object to settlement	within 45 days of mailing Notice of Settlement
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	Jan. 16 ²⁰²⁴ 2023 at 10:00 am

Dated: 08/29/2023

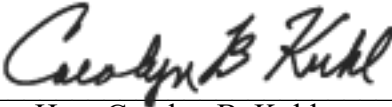

Hon. Carolyn B. Kuhl

Exhibit 1

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Kussner v. MV Public Transportation, Inc., 21STCV12259

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against MV Public Transportation, Inc. and MV Transportation, Inc. (collectively referred to in this Notice as “MV”) for alleged wage and hour violations. The Action was filed by a former MV employee Michelle Kussner (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees who performed services in California as drivers, or assisting drivers, including bus operators, bus aides, road supervisors and dispatchers (“Class Members”) who worked for MV during the Class Period June 11, 2020 to [Preliminary Approval]; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who performed services in California as drivers, or assisting drivers, including bus operators, bus aides, road supervisors and dispatchers who worked for MV during the PAGA Period June 11, 2020 to [Preliminary Approval] (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring MV to fund Individual Class Payments, and (2) a PAGA Settlement requiring MV to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on MV’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on MV’s records showing that **you worked _____ eligible workweeks** during the Class Period and **you worked _____ eligible pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires MV to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against MV.

If you worked for MV during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against MV.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against MV, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

MV will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against MV that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. MV must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlementbut not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
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You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to MV’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former MV employee. The Action accuses MV of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, sick leave and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Aaron Gundzik and Rebecca Gundzik of Gundzik Gundzik Heeger LLP and Dan Holzman of Caskey & Holzman (“Class Counsel.”)

MV strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether MV or Plaintiff is correct on the merits.

In the meantime, Plaintiff and MV hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and MV have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, MV does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) MV has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. MV Will Pay \$1,350,000 as the Gross Settlement Amount (Gross Settlement). MV has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, MV will fund the Gross Settlement not more than 20 calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$450,000 (one-third of the Gross Settlement Amount to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$46,250 to the Administrator for services administering the Settlement.

- D. Up to \$75,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and MV are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. MV will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and MV have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their

rights to personally pursue wage and hour claims against MV.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against MV based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and MV have agreed that, in either case, the Settlement will be void: MV will not pay any money and Class Members will not release any claims against MV.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and MV has paid all funds due under the Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against MV or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and factual or legal theories arising during the Class Period that were alleged in the Operative Complaint (or LWDA notice) or arise from facts alleged in the Operative Complaint (or LWDA notice), including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay wages earned (including at the proper regular rate), failure to pay overtime, failure to indemnify business expenses, failure to provide accurate wage statements, failure to timely pay all final wages, unfair competition, civil penalties under PAGA, Labor Code sections 201, 202, 203, 204, 510, 512, 226, 226.7, 246, 1194, 1194.2, 2802, and 2699,

Business and Professions Code section 17200 et seq., and Wage Order 9.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and MV has paid all funds due under the Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against MV, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against MV or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any liability for civil penalties recoverable under PAGA for violations during the PAGA Period under PAGA based on any factual or legal theories that were alleged in the Operative Complaint or LWDA notice or arise from facts alleged in the Operative Complaint or LWDA notice, including for the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 510, 512 and 2802. PAGA Employees shall not waive section 1542 of the California Civil Code.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in MV's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept MV's calculation of Workweeks and/or Pay Periods based on MV's records as accurate unless you send copies of records containing

contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and MV's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Kussner v. MV Public Transportation, 21STCV12259*, and include your identifying information (full name, address, telephone number, approximatedates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before decidingwhether to object, you may wish to see what Plaintiff and MV are asking the Court to approve. At least 16 business days before the ___Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's

Website

_____ (url) _____ or the Court’s website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is __.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Kussner v. MV Public Transportation, 21STCV12259* and include your name, current address, telephone number, and approximate dates of employment for MV and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on _____ at _____ (time) in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything MV and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____’s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Aaron C. Gundzik
aaron.gundzik@gghllp.com
Rebecca Gundzik
rebecca.gundzik@gghllp.com
Gundzik Gundzik Heeger LLP
14011 Ventura Blvd., Suite 206E
Sherman Oaks, CA 91423
Telephone: (818) 290-7461
Facsimile: (818) 918-2316

Daniel M. Holzman
dholzman@caskeyholzman.com
Caskey & Holzman
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Settlement

Administrator:Name of

Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund <https://ucpi.sco.ca.gov> for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On July 7, 2023, I served the following document described as

- **[PROPOSED] ORDER**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated June 18, 2021, to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on July 7, 2023, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Kussner, et al. v. MV Public Transportation, Inc.**

Case Info: **21STCV12259, Los Angeles Superior Court**

Caskey & Holzman

Cory Barari, Esq. (nbarari@caskeyholzman.com).
Marshall Caskey, Esq. (mcaskey@caskeyholzman.com).
Daniel Holzman, Esq. (dholzman@caskeyholzman.com).
24025 Park Sorrento, Suite 400
Calabasas, CA 91302
Phone: (818) 657-1070
Fax: (818) 297-1775

Representing:

Michelle Kussner, individually and on behalf of all others similarly situated

Gundzik Gundzik Heeger LLP

Aaron Gundzik, Esq. (aaron.gundzik@gghllp.com).
Rebecca Gundzik, Esq. (rebecca.gundzik@gghllp.com).
14011 Ventura Boulevard, Suite 206E
Sherman Oaks, CA 91423
Phone: (818) 290-7461
Fax: (818) 918-2316

Representing:

Michelle Kussner, individually and on behalf of all others similarly situated

Littler Mendelson, P.C.

Sarah Ross, Esq. (sross@littler.com).
2049 Century Park East, Fifth Floor
Los Angeles, CA 90067
Phone: (310) 553-0308
Fax: (310) 553-5583

Representing:

MV Public Transportation, Inc.

Littler Mendelson, P.C.

Greg Iskander, Esq. (giskander@littler.com).
Michael Nelson, Esq. (mwnelson@littler.com).
Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, CA 94597
Phone: (925) 932-2468
Fax: (925) 946-9809

Representing:

MV Public Transportation, Inc.

The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.

Exhibit 3



Gundzik | Gundzik | Heeger LLP
Attorneys at Law

March 30, 2021

Please reply to:
Direct Tel: 213-542-2135
aaron.gundzik@gghllp.com

Via Electronic Submission
PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via Certified Mail
MV Public Transportation, Inc.
2711 N. Haskell Ave.
Suite 1500, LB-2
Dallas, TX 75204

Re: MV Public Transportation, Inc.

Dear Sir or Madam:

This notification letter is submitted on behalf of Michelle Kussner concerning Labor Code violations committed by Ms. Kussner's former employer, MV Public Transportation, Inc. ("MV"). Ms. Kussner asserts that MV has violated provisions of the California Labor Code, as detailed below. Pursuant to the California Labor Code Private Attorneys General Act, Cal. Lab. Code §§ 2695-2699.5 ("PAGA"), Ms. Kussner seeks to recover civil penalties for the following violations as to all of MV's non-exempt hourly employees who worked in California as drivers, bus operators, bus aides or in similar positions ("Aggrieved Employees").

Unlawful Failure to Pay All Wages Due

MV maintains a practice and policy that does not provide payment to its Aggrieved Employees for all hours they work. Among other things, Ms. Kussner and the other Aggrieved Employees were not compensated for time spent on meal breaks during which they were required to maintain contact with their employer and/or were unable to leave the vicinity of the busses that they drove and/or were required to respond to safety messages. As a result of these violations, MV is liable for civil penalties and unpaid wages pursuant to California Labor Code sections 558 and 2699(f).

Unlawful Failure to Pay Overtime Wages

MV maintains a policy that does not provide for payment of premium wages for all overtime work. Ms. Kussner and other Aggrieved Employees have regularly worked more than 8 hours in a day and/or more than 40 hours in a week. Yet, at times, MV did not pay Ms. Kussner and others the premium wages required under Labor Code section 510(a). Among other things, Aggrieved Employees were not paid for time spent on meal breaks during which they were required to maintain contact with their employer and/or were unable to leave the vicinity of the busses that they drove and/or were required to respond

14011 Ventura Boulevard | Suite 206E
Sherman Oaks, California 91423

818.290.7461

www.gghllp.com

to safety messages. Including such time as part of the Aggrieved Employees working hours would have, in some cases, required payment of overtime compensation. As a result of these violations, MV is liable for civil penalties and unpaid wages pursuant to California Labor Code sections 558 and 2699(f).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

MV has failed to maintain a policy that provides its employees with off-duty meal periods as required by California law. Ms. Kussner and the other Aggrieved Employees regularly worked more than five (5) hours in a day without being provided, by the end of the fifth hour, a 30-minute meal period in which they were relieved of all duties, as required by Labor Code sections 226.7 and 512. Among other things, meal breaks were not compliant because Aggrieved Employees were required to maintain contact with their employer and/or were unable to leave the vicinity of the busses that they drove and/or were required to respond to safety messages. MV also failed to pay Ms. Kussner and the other Aggrieved Employees the premium compensation mandated by Labor Code section 226.7(c) for these non-compliant meal periods. As a result of these violations, MV is liable for civil penalties and premium wages pursuant to California Labor Code sections 226.7(c), 558 and 2699(f).

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

MV has failed to maintain a policy that provides Aggrieved Employees with off-duty rest periods. Ms. Kussner and the other Aggrieved Employees regularly worked shifts in excess of 3.5 hours without being provided at least a ten (10) minute, paid rest period in which they were relieved of all duties, for each four hours worked, or major fraction thereof, as required by Labor Code section 226.7. Among other things, rest periods were not compliant because Aggrieved Employees were required to maintain contact with their employer and/or were unable to leave the vicinity of the busses that they drove and/or were required to respond to safety messages. MV also failed to pay Ms. Kussner and Aggrieved Employees the premium compensation mandated by Labor Code section 226.7(b) for these missed or otherwise non-compliant rest periods. As a result of these violations, MV is liable for civil penalties pursuant to California Labor Code sections 226.7(c), 558 and 2699(f).

Unlawful Failure to Furnish Accurate Wage Statements

MV has violated California Labor Code§ 226(a) by willfully failing to furnish Ms. Kussner and the Aggrieved Employees with accurate, itemized wage statements that included all of the unpaid wages referenced herein and failed to provide the hourly rate and number of hours when MV paid Aggrieved Employees overtime based on bonuses paid. As a result of these violations, MV is liable for civil penalties pursuant to California Labor Code Labor Code sections 226.3 and 2699(f).

Unlawful Failure to Pay Wages Due Upon Termination

MV has violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to Ms. Kussner and Aggrieved Employees at the time their employment was terminated, as required under California Labor Code sections 201 and 202. Such unpaid wages include all of the unpaid wages referenced herein. Pursuant to sections 203 and 256 of the Labor Code, Ms. Kussner and Aggrieved Employees are therefore entitled to recover up to thirty (30) days of wages. Additionally, due to these violations, MV is liable for civil penalties pursuant to California Labor Code section 2699(f).

Unlawful Failure to Reimburse Necessary Expenses

Labor Code Section 2802 requires MV to reimburse employees for all necessary expenditures and losses incurred in order to discharge their duties for MV. Ms. Kussner and the other drivers were required to utilize and pay for navigation aids, such as mobile phones, uniforms, and uniform maintenance. They were also required to utilize their mobile telephones or computers to obtain their wage statements. MV failed and refused to reimburse Ms. Kussner and the Aggrieved Employees for these expenses. Accordingly, MV is liable for civil penalties pursuant to Labor Code section 2699(f).

Unlawful Failure to Pay Sick Leave at Regular Rate of Pay

Labor Code section 246(l) specifies the how a non-exempt employee's sick leave pay is to be calculated. Pursuant thereto, "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Alternatively, "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." MV violated Labor Code section 246(l) by paying sick time at the Aggrieved Employees' normal hourly rate, without considering additional compensation, such as bonuses, earned by the Aggrieved Employee. Accordingly, MV is liable for civil penalties pursuant to Labor Code sections 248.5 and 2699(f).

Please feel free to contact me should you have any questions about the forgoing.

Very truly yours,



Aaron Gundzik

7009 2820 0001 7060 8624

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Sent To	MV Public Transport
Street, Apt. No., or PO Box No.	2711 N. Haskell Ave
City, State, ZIP+4	Suite 1500, LB-2 Dallas Tx

PS Form 3800, August 2006

See Reverse for Instructions

Exhibit 4



Gundzik | Gundzik | Heeger
Attorneys at Law LLP

14011 Ventura Blvd., Ste. 206E
Sherman Oaks, CA 91423
818.290.7461

December 15, 2023

Michelle Kussner

Invoice Number: 1709
Invoice Period: 03-25-2021 - 12-15-2023

Payment Terms: Upon Receipt

RE: Kussner v. MV Public Transportation-6207

Time Details

Date	Professional	Description	Hours	Rate	Amount
03-25-2021	ACG	Review documents from client; work on draft of Complaint; related legal research; review and revise records authorization; emails with M. Kussner regarding same.	7.20	725.00	5,220.00
03-25-2021	RGG	Review client information and summary of interview and intake; confer with co-counsel regarding same and potential claims; review emails with client.	3.40	775.00	2,635.00
03-26-2021	RGG	Review emails with client.	0.20	775.00	155.00
03-26-2021	ACG	Work on draft of Complaint; draft PAGA letter; emails with M. Kussner.	5.60	725.00	4,060.00
03-29-2021	ACG	Emails with M. Kussner regarding employee handbook; review handbook.	1.40	725.00	1,015.00
03-29-2021	RGG	Review PAGA letter and Complaint.	0.80	675.00	540.00
03-29-2021	RGG	Review emails with client regarding handbook; confer with co-counsel regarding handbook.	0.60	775.00	465.00
03-30-2021	ACG	Revise and finalize Complaint and PAGA letter; review and revise Complaint Cover Sheets.	2.20	725.00	1,595.00
04-16-2021	ACG	Review Initial Status Conference Order; draft Notice of Initial Status Conference.	0.80	725.00	580.00

We appreciate your business

Page 1 of 20

Date	Professional	Description	Hours	Rate	Amount
05-03-2021	ACG	Review letter from defense counsel regarding records request; confer with defense counsel regarding same; email defense counsel regarding records request.	1.40	725.00	1,015.00
05-03-2021	RGG	Review emails with opposing counsel regarding client personnel file and time records.	0.40	775.00	310.00
05-04-2021	RGG	Review emails with opposing counsel regarding records request.	0.20	775.00	155.00
05-04-2021	ACG	Email defense counsel regarding records request and e-service.	0.40	725.00	290.00
05-27-2021	ACG	Review records from defendant; email defense counsel regarding missing time records.	1.90	725.00	1,377.50
05-27-2021	RGG	Confer with co-counsel regarding client records; review emails regarding missing records.	0.50	775.00	387.50
05-28-2021	RGG	Review emails regarding Initial Status Conference.	0.20	775.00	155.00
05-28-2021	ACG	Email defense counsel regarding e-service and Initial Status Conference Report.	0.40	725.00	290.00
06-02-2021	ACG	Emails with defense counsel regarding Initial Status Conference Report.	0.40	725.00	290.00
06-02-2021	RGG	Review emails regarding Initial Status Conference Report.	0.20	775.00	155.00
06-03-2021	RGG	Review draft Initial Status Conference Report and emails regarding same.	0.50	775.00	387.50
06-03-2021	ACG	Prepare for and participate in call with defense counsel regarding Initial Status Conference Report; draft Initial Status Conference Report; email defense counsel regarding draft report.	3.90	725.00	2,827.50
06-07-2021	RGG	Confer with co-counsel regarding status and strategy.	0.40	675.00	270.00
06-09-2021	ACG	Email defense counsel regarding Initial Status Conference Report.	0.20	725.00	145.00
06-10-2021	RGG	Review revised Initial Status Conference Report and emails regarding same.	0.40	675.00	270.00
06-10-2021	ACG	Review and finalize Joint Initial Status Conference Report; emails with defense counsel regarding same.	1.20	725.00	870.00
06-18-2021	ACG	Prepare for and attend Initial Status Conference; draft Special Interrogatories, Requests for Production of Documents and PMK Deposition Notice.	5.70	725.00	4,132.50
06-18-2021	RGG	Confer with co-counsel regarding Initial Status Conference hearing.	0.40	775.00	310.00

Date	Professional	Description	Hours	Rate	Amount
06-21-2021	RGG	Review email from opposing counsel regarding discovery; review Minute Order; confer with co-counsel; prepare email to opposing counsel regarding same; draft First Amended Complaint.	3.70	675.00	2,497.50
06-21-2021	ACG	Emails with defense counsel regarding discovery.	0.40	725.00	290.00
06-23-2021	ACG	Review court posting regarding discovery; emails with defense counsel regarding same; review and approved revised discovery.	1.50	725.00	1,087.50
06-23-2021	RGG	Confer with co-counsel regarding discovery.	0.40	775.00	310.00
07-12-2021	ACG	Draft Belaire Notice and Stipulation; email defense counsel regarding same.	1.70	725.00	1,232.50
07-14-2021	ACG	Work on Requests for Production of Documents responses; working on Special Interrogatories responses; email M. Kussner re same; confer with M. Kussner regarding same.	5.60	725.00	4,060.00
07-23-2021	ACG	Emails with defense counsel regarding Belaire notice.	0.50	725.00	362.50
07-23-2021	RGG	Review emails with opposing counsel regarding Belaire notice.	0.30	775.00	232.50
08-04-2021	RGG	Review emails with client regarding discovery.	0.20	775.00	155.00
08-04-2021	ACG	Email M. Kussner regarding discovery.	0.50	725.00	362.50
08-09-2021	ACG	Confer with defense counsel regarding discovery.	0.60	725.00	435.00
08-17-2021	ACG	Review and revise draft discovery responses and email M. Kussner regarding same.	2.50	725.00	1,812.50
08-17-2021	RGG	Review email with client regarding discovery responses.	0.20	775.00	155.00
08-20-2021	ACG	Emails with M. Kussner regarding discovery responses.	0.60	725.00	435.00
08-23-2021	ACG	Emails with defense counsel regarding discovery.	0.40	725.00	290.00
08-23-2021	RGG	Review emails with opposing counsel regarding discovery.	0.20	775.00	155.00
09-01-2021	ACG	Review defendant's revisions to Belaire Notice; email defense counsel regarding same; review and approve draft Protective Order from defense counsel.	2.80	725.00	2,030.00
09-02-2021	ACG	Review documents for production.	1.50	725.00	1,087.50
09-07-2021	ACG	Emails with defense counsel regarding Belaire Notice.	0.40	725.00	290.00

Date	Professional	Description	Hours	Rate	Amount
09-13-2021	ACG	Draft Joint Status Conference Report; emails with defense counsel regarding same.	1.70	725.00	1,232.50
09-13-2021	RGG	Review Joint Status Conference Report and emails with opposing counsel regarding same.	0.50	775.00	387.50
09-20-2021	ACG	Review revisions to Belaire Notice and Stipulation; email defense counsel regarding same; review Defendant's document production and create index; draft meet and confer letter to defense counsel; revise and finalize Belaire documents.	7.80	725.00	5,655.00
09-21-2021	ACG	Review additional discovery issues; prepare supplemental meet and confer letter; prepare for and attend Status Conference.	2.90	725.00	2,102.50
09-21-2021	RGG	Review draft meet and confer letter regarding discovery.	0.50	775.00	387.50
09-22-2021	ACG	Revise Belaire Stipulation; email defense counsel regarding same.	0.60	725.00	435.00
09-29-2021	ACG	Email defense counsel regarding discovery.	0.40	725.00	290.00
09-29-2021	RGG	Review email regarding discovery.	0.20	775.00	155.00
10-04-2021	ACG	Emails with defense counsel regarding discovery.	0.20	725.00	145.00
10-11-2021	ACG	Prepare for and confer with defense counsel regarding discovery responses.	2.30	725.00	1,667.50
10-19-2021	ACG	Prepare notes of meet and confer call and email defense counsel regarding same.	1.80	725.00	1,305.00
10-19-2021	RGG	Review emails regarding meet and confer agreements.	0.40	775.00	310.00
10-22-2021	ACG	Prepare for and confer with M. Kussner regarding discovery issues; email follow up.	0.90	725.00	652.50
10-26-2021	ACG	Emails with defense counsel regarding discovery.	0.20	725.00	145.00
10-29-2021	ACG	Emails with M. Kussner regarding meeting; emails with defense counsel regarding depositions.	0.60	725.00	435.00
10-29-2021	RGG	Review emails with client and opposing counsel regarding depositions.	0.30	775.00	232.50
11-02-2021	ACG	Meet with M. Kussner regarding discovery; review documents from M. Kussner for production.	4.40	725.00	3,190.00
11-08-2021	ACG	Email defense counsel regarding discovery.	0.20	725.00	145.00
11-10-2021	ACG	Prepare for and confer with defense counsel regarding discovery.	0.90	725.00	652.50

Date	Professional	Description	Hours	Rate	Amount
11-17-2021	ACG	Draft supplemental discovery responses; emails regarding same.	4.30	725.00	3,117.50
11-18-2021	ACG	Emails with M. Kussner regarding discovery responses; revise Supplemental Form Interrogatory responses.	1.80	725.00	1,305.00
11-18-2021	RGG	Review emails with client re discovery.	0.20	675.00	135.00
11-18-2021	RGG	Review emails with client regarding discovery responses.	0.20	775.00	155.00
11-19-2021	ACG	Review documents for production.	3.50	725.00	2,537.50
11-22-2021	RGG	Review weekly report regarding Belaire stipulation.	0.20	675.00	135.00
11-29-2021	RGG	Review weekly report regarding Belaire stipulation.	0.20	675.00	135.00
11-29-2021	ACG	Email defense counsel regarding discovery.	0.40	725.00	290.00
11-29-2021	RGG	Review emails with opposing counsel regarding discovery.	0.20	775.00	155.00
12-03-2021	RGG	Review emails with opposing counsel regarding discovery.	0.10	775.00	77.50
12-03-2021	ACG	Emails with defense counsel regarding discovery; review TPA report.	0.30	725.00	217.50
12-30-2021	ACG	Email defense counsel regarding discovery.	0.20	725.00	145.00
12-30-2021	RGG	Review emails with opposing counsel regarding discovery.	0.20	775.00	155.00
01-07-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
01-12-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
01-13-2022	RGG	Review emails with opposing counsel regarding discovery.	0.10	775.00	77.50
01-13-2022	ACG	Emails with defense counsel regarding discovery.	0.20	725.00	145.00
01-14-2022	NS	Calls to class members; interview 6 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
01-19-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50

Date	Professional	Description	Hours	Rate	Amount
01-28-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
01-31-2022	RGG	Review emails with opposing counsel regarding discovery.	0.20	775.00	155.00
01-31-2022	ACG	Emails with defense counsel regarding discovery.	0.40	725.00	290.00
01-31-2022	RGG	Confer with co-counsel regarding status and discovery.	0.40	675.00	270.00
02-01-2022	ACG	Emails with defense counsel regarding discovery.	0.30	725.00	217.50
02-04-2022	ACG	Finalize supplemental discovery responses and document production.	0.50	725.00	362.50
02-09-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
02-15-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
02-21-2022	ACG	Review defendant's supplemental discovery responses and document production; draft second set of written discovery; confer with M. Kussner regarding status and discovery.	3.90	725.00	2,827.50
02-23-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
03-01-2022	RGG	Review emails with opposing counsel regarding discovery.	0.10	775.00	77.50
03-01-2022	ACG	Emails with defense counsel regarding discovery.	0.20	725.00	145.00
03-02-2022	ACG	Emails with defense counsel regarding discovery.	0.30	725.00	217.50
03-02-2022	RGG	Review emails with opposing counsel regarding discovery.	0.20	775.00	155.00
03-08-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
03-09-2022	RGG	Review emails with opposing counsel regarding discovery and depositions.	0.20	775.00	155.00
03-09-2022	ACG	Email defense counsel regarding depositions and discovery.	0.40	725.00	290.00
03-11-2022	ACG	Emails with defense counsel regarding depositions.	0.20	725.00	145.00

Date	Professional	Description	Hours	Rate	Amount
03-11-2022	RGG	Review emails with opposing counsel regarding depositions.	0.20	775.00	155.00
03-14-2022	RGG	Review emails regarding discovery and depositions; confer with co-counsel regarding same.	0.50	775.00	387.50
03-14-2022	ACG	Emails with defense counsel regarding depositions; confer with co-counsel regarding same.	0.50	725.00	362.50
03-17-2022	ACG	Emails regarding depositions.	0.20	725.00	145.00
03-17-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
03-21-2022	RGG	Confer with co-counsel regarding status and strategy.	0.30	775.00	232.50
03-21-2022	ACG	Emails with defense counsel regarding discovery; revise deposition notice.	0.80	725.00	580.00
03-25-2022	ACG	Emails with defense counsel regarding discovery.	0.40	725.00	290.00
03-25-2022	RGG	Review emails with opposing counsel regarding discovery.	0.20	775.00	155.00
03-29-2022	NS	Calls to class members; interview 5 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.00	125.00	875.00
04-04-2022	NS	Calls to class members; interview 4 class members and prepare interview summary regarding same; updates to internal spreadsheet.	7.50	125.00	937.50
04-05-2022	ACG	Review and analyze M. Kussner time and pay records.	6.20	725.00	4,495.00
04-07-2022	ACG	Legal research regarding overtime issues; emails with defense counsel regarding PMQ deposition.	5.70	725.00	4,132.50
04-07-2022	RGG	Research regarding impact of FSMCA; research regarding overtime requirements; confer with co-counsel re same.	6.20	775.00	4,805.00
04-08-2022	RGG	Review emails with opposing counsel regarding discovery.	0.20	775.00	155.00
04-08-2022	ACG	Emails with defense counsel regarding discovery.	0.40	725.00	290.00
04-12-2022	ACG	Emails with defense counsel regarding deposition.	0.20	725.00	145.00
04-14-2022	ACG	Email M. Kussner regarding deposition preparation.	0.40	725.00	290.00
04-15-2022	ACG	Review deposition notice; email M. Kussner regarding same.	0.40	725.00	290.00

Date	Professional	Description	Hours	Rate	Amount
04-15-2022	RGG	Review emails with opposing counsel regarding depositions.	0.10	775.00	77.50
04-18-2022	ACG	Review defendant's document production and identify exhibits for deposition.	5.30	725.00	3,842.50
04-19-2022	ACG	Email defense counsel regarding discovery issues.	0.50	725.00	362.50
04-19-2022	RGG	Draft Stipulation to Continue Class Certification Deadline and email with opposing counsel regarding same.	1.80	775.00	1,395.00
04-20-2022	RGG	Review correspondence with opposing counsel regarding additional production requested.	0.30	775.00	232.50
04-20-2022	ACG	Prepare for PMQ deposition and M. Kussner deposition; review and analyze CBAs produced by Defendant; email defense counsel regarding discovery issues; meet with M. Kussner to prepare for deposition.	9.80	725.00	7,105.00
04-21-2022	RGG	Confer with co-counsel regarding CBAs and impact on meal claims; research regarding same.	3.60	775.00	2,790.00
04-21-2022	ACG	Prepare for PMQ deposition; confer with M. Kussner regarding deposition; legal research regarding meal period claim; confer with R. Gundzik regarding same.	7.00	725.00	5,075.00
04-22-2022	ACG	Emails with defense counsel regarding stipulation.	0.40	725.00	290.00
04-22-2022	RGG	Review emails with opposing counsel regarding stipulation regarding certification deadline.	0.20	775.00	155.00
04-26-2022	ACG	Prepare for and defend M. Kussner deposition.	7.60	725.00	5,510.00
04-26-2022	RGG	Review opposing counsel revisions to Stipulation regarding Class Certification Motion; revise and respond to opposing counsel.	0.40	775.00	310.00
04-27-2022	ACG	Review notes from Kussner deposition; prepare for PMQ deposition.	2.60	725.00	1,885.00
04-28-2022	ACG	Prepare for PMQ deposition.	3.30	725.00	2,392.50
04-28-2022	RGG	Email with opposing counsel regarding certification stipulation and mediators.	0.60	775.00	465.00
04-29-2022	ACG	Prepare for and take PMQ deposition.	6.20	725.00	4,495.00
05-02-2022	RGG	Email with opposing counsel regarding Stipulation to Continue Class Certification Deadline; revise and finalize same.	0.50	775.00	387.50
05-09-2022	ACG	Draft Second Set of Special Interrogatories to defendant.	2.20	725.00	1,595.00

Date	Professional	Description	Hours	Rate	Amount
05-11-2022	ACG	Emails with defense counsel regarding discovery.	0.30	725.00	217.50
05-11-2022	RGG	Review emails with opposing counsel regarding discovery.	0.10	775.00	77.50
05-23-2022	RGG	Review emails with opposing counsel regarding message to court.	0.20	775.00	155.00
05-23-2022	ACG	Email defense counsel regarding message to court.	0.40	725.00	290.00
05-24-2022	ACG	Review and approve Notice of Entry of Order.	0.20	725.00	145.00
06-07-2022	ACG	Email defense counsel regarding discovery.	0.40	725.00	290.00
06-07-2022	RGG	Review emails with opposing counsel regarding discovery.	0.20	775.00	155.00
06-15-2022	RGG	Review emails with opposing counsel regarding discovery.	0.10	775.00	77.50
06-15-2022	ACG	Email defense counsel regarding discovery.	0.20	725.00	145.00
06-16-2022	ACG	Emails with defense counsel regarding discovery; email consultant regarding analysis.	0.50	725.00	362.50
06-16-2022	RGG	Review additional information regarding sample data.	0.60	775.00	465.00
06-19-2022	RGG	Review emails with opposing counsel regarding discovery; confer with co-counsel regarding same.	1.10	775.00	852.50
06-22-2022	ACG	Confer with defense counsel regarding mediation and discovery.	0.40	725.00	290.00
06-29-2022	ACG	Review preliminary data analysis from consultant; emails with consultant; email defense counsel regarding data inquiries.	2.80	725.00	2,030.00
06-29-2022	RGG	Review emails with consultant and emails with opposing counsel regarding data.	0.50	775.00	387.50
07-11-2022	RGG	Review emails with opposing counsel regarding PMQ deposition.	0.10	775.00	77.50
07-11-2022	ACG	Email defense counsel regarding deposition.	0.20	725.00	145.00
07-25-2022	ACG	Emails with defense counsel regarding PMQ deposition.	0.40	725.00	290.00
08-02-2022	RGG	Review emails regarding PMK deposition.	0.20	775.00	155.00
08-02-2022	ACG	Emails with defense counsel regarding deposition; emails with consultant.	0.60	725.00	435.00

Date	Professional	Description	Hours	Rate	Amount
08-03-2022	ACG	Prepare for and confer with consultant regarding data analysis; emails with defense counsel regarding discovery.	1.10	725.00	797.50
08-19-2022	ACG	Review additional time records produced by defendant.	0.90	725.00	652.50
08-22-2022	ACG	Review M. Kussner pay and time records; review responses to second set of Special Interrogatories; email defense counsel to meet and confer; review CBAs produced by Defendant.	8.60	725.00	6,235.00
09-06-2022	ACG	Review information on CBAs and meal violations; related legal research.	4.00	725.00	2,900.00
09-20-2022	ACG	Review and analyze CBAs.	6.80	725.00	4,930.00
09-21-2022	ACG	Continue review and analysis of CBAs; review information from consultant.	6.10	725.00	4,422.50
09-22-2022	ACG	Prepare for and confer with defense counsel regarding discovery issues; continue review and analysis of CBAs; research information on related cases; confer with Chase counsel regarding status.	5.70	725.00	4,132.50
09-23-2022	ACG	Emails with other counsel in similar cases.	0.40	725.00	290.00
09-23-2022	RGG	Review emails with other counsel.	0.10	775.00	77.50
09-28-2022	ACG	Prepare for PMQ deposition.	4.60	725.00	3,335.00
09-29-2022	ACG	Prepare for and take PMQ deposition; confer with defense counsel regarding discovery and mediation.	4.70	725.00	3,407.50
10-14-2022	ACG	Work on CBA analysis regarding missing documents.	5.20	725.00	3,770.00
10-17-2022	ACG	Prepare email to defense counsel regarding CBA discovery issues.	1.50	725.00	1,087.50
10-17-2022	RGG	Review email to opposing counsel regarding CBAs.	0.20	775.00	155.00
10-25-2022	RGG	Review emails with opposing counsel regarding sick leave issues.	0.30	775.00	232.50
10-25-2022	ACG	Review information regarding sick leave; emails with defense counsel regarding same.	1.20	725.00	870.00
11-01-2022	RGG	Confer with co-counsel regarding certification issues; email with potential expert.	0.80	775.00	620.00
11-01-2022	ACG	Confer with co-counsel regarding certification and expert.	1.20	725.00	870.00
11-02-2022	RGG	Review emails with opposing counsel regarding discovery and mediation issues.	0.20	775.00	155.00

Date	Professional	Description	Hours	Rate	Amount
11-02-2022	ACG	Emails with defense counsel regarding discovery and other issues.	0.40	725.00	290.00
11-04-2022	ACG	Review and analysis of sample.	2.10	725.00	1,522.50
11-07-2022	ACG	Continue analysis of sample data; email defense counsel regarding same.	3.80	725.00	2,755.00
11-07-2022	RGG	Confer with co-counsel regarding data issues; review emails with opposing counsel regarding data issues.	0.40	775.00	310.00
11-09-2022	ACG	Confer with defense counsel regarding mediation; research regarding mediators.	2.20	725.00	1,595.00
11-10-2022	ACG	Emails with defense counsel regarding mediation.	0.40	725.00	290.00
11-10-2022	RGG	Review emails with opposing counsel regarding mediation.	0.10	775.00	77.50
11-11-2022	ACG	Confer with expert regarding Class Certification Motion and trial plan.	0.40	725.00	290.00
11-29-2022	ACG	Emails regarding mediation; prepare Stipulation to Continue Class Certification Motion.	0.80	725.00	580.00
11-29-2022	RGG	Email with opposing counsel regarding mediation; confer with co-counsel regarding same.	0.50	775.00	387.50
11-30-2022	ACG	Review revisions to stipulation; revise stipulation; emails with defense counsel regarding same.	0.70	725.00	507.50
11-30-2022	RGG	Review emails regarding stipulation to continue certification deadline.	0.20	775.00	155.00
12-01-2022	RGG	Review opposing counsel revisions to stipulation to continue certification deadline and emails regarding same.	0.40	775.00	310.00
12-01-2022	ACG	Review and revise stipulation; emails with defense counsel regarding same.	0.50	725.00	362.50
12-06-2022	RGG	Review mediator's contract.	0.30	775.00	232.50
12-13-2022	ACG	Emails with M. Kussner regarding mediator.	0.40	725.00	290.00
12-13-2022	RGG	Review emails with client regarding mediation.	0.20	775.00	155.00
02-01-2023	RGG	Review emails with opposing counsel regarding mediation data.	0.20	775.00	155.00
02-01-2023	ACG	Review data needed for mediation; email defense counsel regarding same.	2.10	725.00	1,522.50
02-07-2023	ACG	Emails with defense counsel and co-counsel regarding	0.40	725.00	290.00

Date	Professional	Description	Hours	Rate	Amount
		mediation.			
02-07-2023	RGG	Review emails with opposing counsel regarding mediation.	0.20	775.00	155.00
02-15-2023	ACG	Confer with wrongful termination attorney regarding upcoming mediation of class claims.	0.60	725.00	435.00
03-06-2023	ACG	Prepare for and participate in call with mediator; emails with defense counsel regarding mediation data; begin reviewing interview information.	2.50	725.00	1,812.50
03-06-2023	RGG	Review emails with opposing counsel regarding mediation data.	0.30	775.00	232.50
03-07-2023	RGG	Review emails with opposing counsel regarding mediation data.	0.20	775.00	155.00
03-07-2023	ACG	Review of CBAs for mediation; related legal research; emails with defense counsel regarding mediation data.	7.50	725.00	5,437.50
03-08-2023	ACG	Work on outline for mediation brief; related legal research.	6.10	725.00	4,422.50
03-08-2023	RGG	Confer with co-counsel regarding CBA issues.	0.60	775.00	465.00
03-09-2023	RGG	Confer with co-counsel regarding CBA precedent and class representative standing.	0.40	775.00	310.00
03-09-2023	ACG	Legal research for mediation brief; review employee interviews; research regarding same.	4.20	725.00	3,045.00
03-10-2023	ACG	Review mediation data from defense counsel; emails with defense counsel regarding same; emails with consultant regarding damages analysis; work on mediation brief.	7.60	725.00	5,510.00
03-13-2023	ACG	Work on mediation brief.	6.50	725.00	4,712.50
03-13-2023	NS	Create interview analysis spreadsheet for mediation	2.50	125.00	312.50
03-14-2023	ACG	Work on mediation brief; confer with consultant regarding damages.	4.00	725.00	2,900.00
03-15-2023	ACG	Work on mediation brief; emails with defense counsel.	4.00	725.00	2,900.00
03-15-2023	RGG	Emails with opposing counsel regarding mediation and data.	0.20	775.00	155.00
03-16-2023	RGG	Review emails with consultant regarding damages calculations.	0.40	775.00	310.00
03-16-2023	ACG	Review damages calculations from consultant; emails with consultant regarding same.	0.60	725.00	435.00

Date	Professional	Description	Hours	Rate	Amount
03-19-2023	RGG	Review and revise mediation brief.	3.40	775.00	2,635.00
03-20-2023	ACG	Revise and finalize mediation brief; confer with D. Holzman regarding damages analysis.	6.30	725.00	4,567.50
03-21-2023	ACG	Review and analyze additional CBAs produced by Defendant.	7.60	725.00	5,510.00
03-21-2023	RGG	Review and execute information from mediator.	0.40	775.00	310.00
03-22-2023	RGG	Emails with client and co-counsel regarding mediation preparation.	0.40	775.00	310.00
03-22-2023	ACG	Emails with defense counsel regarding mediation data and CBAs; emails with consultant regarding damages analysis.	1.80	725.00	1,305.00
03-23-2023	ACG	Confer with M. Kussner regarding mediation.	1.60	725.00	1,160.00
03-23-2023	RGG	Prepare for mediation; draft Memorandum of Understanding.	9.80	775.00	7,595.00
03-27-2023	ACG	Review new CBA production; review and analyze Defendant's mediation brief; related legal research; review revised damages analysis; prepare revised damages analysis for mediation brief; travel to SF for mediation.	11.20	725.00	8,120.00
03-28-2023	ACG	Prepare for and attend mediation.	10.30	725.00	7,467.50
03-28-2023	RGG	Prepare for mediation; attend mediation.	10.20	775.00	7,905.00
03-29-2023	RGG	Travel from mediation.	5.50	775.00	4,262.50
03-29-2023	ACG	Travel to Los Angeles from mediation.	5.50	725.00	3,987.50
03-30-2023	ACG	Confer with M. Kussner regarding mediator's proposal; email mediator regarding proposal.	0.70	725.00	507.50
04-03-2023	RGG	Review emails with mediator regarding mediator's proposal.	0.30	775.00	232.50
04-03-2023	ACG	Emails with mediator and co-counsel regarding settlement proposal.	0.40	725.00	290.00
04-04-2023	ACG	Emails with M. Kussner regarding mediator's proposal.	0.50	725.00	362.50
04-04-2023	RGG	Review emails with client regarding mediator's proposal.	0.20	775.00	155.00
04-10-2023	RGG	Review correspondence regarding Memorandum of Understanding.	0.40	775.00	310.00
04-11-2023	RGG	Review Memorandum of Understanding; revise	2.70	775.00	2,092.50

Date	Professional	Description	Hours	Rate	Amount
		Memorandum of Understanding; review correspondence regarding Spring Street requirements; confer with co-counsel regarding same.			
04-12-2023	RGG	Review emails with opposing counsel regarding Memorandum of Understanding.	0.20	775.00	155.00
04-12-2023	ACG	Review draft Memorandum of Understanding; email defense counsel regarding proposed revisions.	1.40	725.00	1,015.00
04-17-2023	ACG	Review revised Memorandum of Understanding; review workweek calculations; email defense counsel.	1.80	725.00	1,305.00
04-17-2023	RGG	Review emails with opposing counsel regarding Memorandum of Understanding.	0.20	775.00	155.00
04-20-2023	RGG	Review emails with opposing counsel regarding Memorandum of Understanding.	0.20	775.00	155.00
04-20-2023	ACG	Emails with defense counsel regarding Memorandum of Understanding.	0.50	725.00	362.50
04-21-2023	ACG	Emails with defense counsel regarding Memorandum of Understanding.	0.40	725.00	290.00
04-21-2023	RGG	Review emails with opposing counsel regarding Memorandum of Understanding.	0.20	775.00	155.00
04-27-2023	ACG	Review and revise Memorandum of Understanding; emails with defense counsel; emails with M. Kussner.	2.20	725.00	1,595.00
04-27-2023	RGG	Review additional Memorandum of Understanding edits and correspondence with opposing counsel regarding same.	0.40	775.00	310.00
05-03-2023	ACG	Emails with defense counsel regarding Memorandum of Understanding.	0.50	725.00	362.50
05-03-2023	RGG	Review emails with opposing counsel regarding Memorandum of Understanding.	0.20	775.00	155.00
05-08-2023	ACG	Work on long-form settlement agreement and notice of settlement.	6.80	725.00	4,930.00
05-09-2023	ACG	Emails with TPAs regarding administration bids; revise draft long form agreement and notice; email defense counsel regarding same.	4.40	725.00	3,190.00
05-09-2023	RGG	Review TPA bids; review emails regarding long form settlement agreement.	0.80	775.00	620.00
05-18-2023	RGG	Review emails with opposing counsel regarding settlement agreement; review opposing counsel revisions.	0.70	775.00	542.50
05-18-2023	ACG	Review defense comments on settlement agreement;	2.80	725.00	2,030.00

Date	Professional	Description	Hours	Rate	Amount
		revise agreement; email counsel regarding same.			
05-19-2023	ACG	Revise settlement agreement; confer with defense counsel regarding same; related emails.	3.50	725.00	2,537.50
05-19-2023	RGG	Review emails with opposing counsel regarding settlement agreement.	0.30	775.00	232.50
06-02-2023	ACG	Emails with TPA and defense counsel regarding revised bid.	0.60	725.00	435.00
06-02-2023	RGG	Review TPA bid and correspondence regarding settlement stipulation.	0.80	775.00	620.00
06-05-2023	ACG	Emails with defense counsel regarding settlement agreement; review and revise agreement.	2.20	725.00	1,595.00
06-05-2023	RGG	Review emails with opposing counsel regarding settlement agreement; review opposing counsel revisions.	1.10	775.00	852.50
06-06-2023	ACG	Revise settlement agreement; emails with defense counsel regarding same.	0.80	725.00	580.00
06-06-2023	RGG	Confer with co-counsel regarding settlement agreement; review emails with defense counsel regarding same.	0.60	775.00	465.00
06-08-2023	RGG	Review emails with defense counsel regarding settlement agreement; confer with co-counsel regarding revisions needed.	0.80	775.00	620.00
06-08-2023	ACG	Emails with defense counsel regarding settlement agreement; revise agreement.	2.10	725.00	1,522.50
06-09-2023	RGG	Review emails with opposing counsel regarding settlement agreement.	0.30	775.00	232.50
06-12-2023	RGG	Review emails with opposing counsel regarding settlement agreement and defense requested revisions.	0.50	775.00	387.50
06-12-2023	ACG	Revise settlement agreement; emails with defense counsel regarding same.	2.80	725.00	2,030.00
06-16-2023	ACG	Revie settlement agreement; emails with defense counsel.	1.10	725.00	797.50
06-16-2023	RGG	Review and revise settlement agreement; review emails with defense counsel.	0.60	775.00	465.00
06-20-2023	RGG	Review Second Amended Complaint and amended PAGA letter; review emails with opposing counsel regarding same.	0.80	775.00	620.00
06-20-2023	ACG	Review and revise Second Amended Complaint; draft	5.90	725.00	4,277.50

Date	Professional	Description	Hours	Rate	Amount
		amended PAGA letter; email defense counsel regarding same; work on Motion for Preliminary Approval			
06-21-2023	ACG	Work on declaration for Motion for Preliminary Approval.	3.40	725.00	2,465.00
06-26-2023	ACG	Work on Motion for Preliminary Approval declaration.	2.50	725.00	1,812.50
06-27-2023	ACG	Work on Motion for Preliminary Approval declaration and Motion for Preliminary Approval.	4.40	725.00	3,190.00
06-27-2023	RGG	Review and revise Motion for Preliminary Approval declaration.	3.60	775.00	2,790.00
06-28-2023	ACG	Work on Motion for Preliminary Approval, declarations, and proposed order; emails with TPA.	3.10	725.00	2,247.50
06-29-2023	RGG	Review and revise Motion for Preliminary Approval; declarations and proposed order; review emails with TPA.	3.10	775.00	2,402.50
06-30-2023	ACG	Revise and finalize drafts of Motion for Preliminary Approval papers; emails with defense counsel and TPA.	4.90	725.00	3,552.50
07-05-2023	ACG	Review defense comments on Motion for Preliminary Approval papers; revise Motion for Preliminary Approval; declaration and [Proposed] Order; draft M. Kussner declaration; related emails.	5.80	725.00	4,205.00
07-06-2023	ACG	Review, revise and finalize Motion for Preliminary Approval papers.	4.60	725.00	3,335.00
09-08-2023	ACG	Emails with TPA regarding administration timeline.	0.40	725.00	290.00
09-08-2023	RGG	Review emails with TPA regarding settlement timeline.	0.20	775.00	155.00
09-18-2023	RGG	Review emails with TPA regarding class data.	0.20	775.00	155.00
09-18-2023	ACG	Emails with TPA regarding class data.	0.40	725.00	290.00
10-06-2023	ACG	Emails with TPA re notice mailing and status.	0.40	725.00	290.00
10-09-2023	ACG	Review TPA report.	0.20	725.00	145.00
10-16-2023	ACG	Review TPA report.	0.20	725.00	145.00
10-20-2023	ACG	Review TPA report.	0.20	725.00	145.00
10-30-2023	RGG	Review weekly report.	0.20	775.00	155.00
10-31-2023	ACG	Review TPA report.	0.20	725.00	145.00

Date	Professional	Description	Hours	Rate	Amount
11-01-2023	ACG	Confer with class member regarding settlement details.	0.40	725.00	290.00
11-06-2023	ACG	Review TPA report.	0.20	725.00	145.00
11-06-2023	ACG	Review TPA report.	0.20	725.00	145.00
11-08-2023	ACG	Review opt-out request; related emails.	0.50	725.00	362.50
11-09-2023	RGG	Confer with co-counsel regarding Motion for Final Approval and opt-out.	0.50	775.00	387.50
11-10-2023	ACG	Review TPA report.	0.20	725.00	145.00
11-27-2023	ACG	Review TPA report; emails with TPA regarding declaration.	0.30	725.00	217.50
11-27-2023	RGG	Begin review of file and documents for Motion for Final Approval.	3.20	775.00	2,480.00
11-28-2023	RGG	Begin drafting A. Gundzik declaration for Motion for Final Approval.	5.20	775.00	4,030.00
11-29-2023	RGG	Review of time records and provide additional details for Court.	6.80	775.00	5,270.00
11-30-2023	RGG	Organize time records; draft A. Gundzik declaration.	10.00	775.00	7,750.00
12-01-2023	ACG	Review and revise A. Gundzik declaration regarding Motion for Final Approval.	4.30	725.00	3,117.50
12-04-2023	RGG	Draft and revise A. Gundzik declaration; complete review of time records; emails with TPA regarding declaration regarding Motion for Final Approval.	6.70	775.00	5,192.50
12-08-2023	RGG	Begin drafting Motion for Final Approval; draft D. Holzman declaration; revise TPA declaration; draft Plaintiff's declaration.	8.90	775.00	6,897.50
12-11-2023	RGG	Draft and revise Motion for Final Approval; draft Judgment and Motion for Final Approval Order.	9.60	775.00	7,440.00
			Total		405,492.50

Time Summary

Professional	Hours	Amount
Aaron C. Gundzik	392.30	284,417.50
Nicole Salazar	92.00	11,500.00
Rebecca G. Gundzik	142.20	109,575.00
Total		405,492.50

Expenses

Date	Expense	Description	Amount
03-30-2021	Filing fee	LWDA	75.00

Date	Expense	Description	Amount
03-30-2021	Express Network	Cover Sheet; Summ; Complaint; Addendum	1,657.75
03-31-2021	Filing fee	LWDA	75.00
04-02-2021	Express Network	Summons and Complaint	235.00
04-07-2021	Express Network	POS	57.50
04-16-2021	Express Network	Notice of Initial Status	57.50
06-10-2021	Express Network	Joint Initial	35.00
06-21-2021	Express Network	First Amended Class Action	60.50
06-25-2021	Filing fee	LASC	23.00
08-31-2021	Corporate Research	Case Anywhere 6/2/21-8/31/21	160.80
09-14-2021	Express Network	Joint Status	45.00
09-28-2021	Express Network	Stip and Order	68.00
10-05-2021	Express Network	Notice of Entry	43.00
11-30-2021	Corporate Research	Case Anywhere 9/1/21-11/30/21	162.00
02-28-2022	Corporate Research	Case Anywhere 12/1/21-2/28/22	152.00
05-03-2022	Express Network	Stip and Order	74.00
05-16-2022	Deposition	Veritext	513.98
05-16-2022	Deposition	Veritext	810.32
05-25-2022	Express Network	Notice of Entry of Order	49.00
06-01-2022	Corporate Research	Case Anywhere 3/1/22-5/31/22	150.00
08-31-2022	Corporate Research	Case Anywhere 6/1/22-8/31/22	126.00
09-23-2022	Court Research	ECourt records	17.00
09-23-2022	Court Research	ECourt records	4.00
09-23-2022	Court Research	Orange County Civil Docs	18.01
10-10-2022	Deposition	Veritext	472.50
10-25-2022	Miscellaneous	Berger Consulting Group	2,725.00
11-30-2022	Corporate Research	Case Anywhere 9/1/22-11/30/22	120.00
12-01-2022	Express Network	Stip and Order	74.00
12-07-2022	Express Network	Notice of Entry of Order	49.00

Date	Expense	Description	Amount
12-12-2022	Mediation Services	JAMS Mediator fee	3,750.00
02-08-2023	Mediation Services	JAMS	475.00
02-28-2023	Corporate Research	Case Anywhere 12/1/22-2/28/23	132.00
03-28-2023	\$Travel	Uber	21.95
03-28-2023	None	Hotel (2 nights)	652.42
03-28-2023	None	Mileage (to SF and back to LA/760 miles)	418.00
03-28-2023	None	Uber	17.91
03-28-2023	None	Uber	18.95
03-29-2023	\$Travel	Uber	17.91
04-06-2023	Miscellaneous	Berger Consulting Group	1,845.00
05-31-2023	Corporate Research	Case Anywhere 3/1/23-5/31/23	120.00
06-21-2023	Express Network	Stip and Order	76.00
07-05-2023	Express Network	Notice of Entry of Order	51.00
07-07-2023	Express Network	2nd Amended Complaint, P/O, MPA, DEC's (x4)	117.00
08-29-2023	None	Parking	20.00
08-29-2023	Parking		20.00
08-31-2023	Corporate Research	Case Anywhere 6/1/23-8/31/23	174.00
09-11-2023	Express Network	Notice of Entry of Order	51.00
Total Expenses			16,088.00
Total for this Invoice			421,580.50
Total Amount to Pay as of 12-19-2023			421,580.50

Matter Statement of Account

As of 12-19-2023

Matter	Invoices / Credits	Trust	Balance Due
Kussner v. MV Public Transportation-6207	421,580.50		421,580.50
	Total Amount to Pay		421,580.50

Kussner v. MV Public Transportation-6207

Transactions

Date	Transaction	Applied	Invoice	Amount
12-15-2023	Invoice 1709			421,580.50
			Balance	421,580.50

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
12-15-2023	Invoice 1709	421,580.50		421,580.50
			Balance	421,580.50

Exhibit 5



National Association of Legal Fee Analysis
Specializing in Attorney Fees & Legal Billing
— *The Nation's Top Attorney Fee Experts*

News Release

FOR IMMEDIATE RELEASE

March 4, 2020

Survey: Defense Rates Keep Pace with Plaintiffs' Rates in Class Action Litigation

Chicago, IL -- Defense rates keep pace with plaintiffs' rates in class action litigation at partner and associate levels in 2020. That's just one of the findings from a recent survey, The 2020 Class Action Hourly Rate Survey, conducted by the National Association of Legal Fee Analysis (NALFA). This billing rate survey, conducted via email over a two month period, asked class action litigators from the nation's 16 largest legal markets if their current regular hourly rate falls within a given range.

The NALFA survey shows that 95 percent of all class actions fall within the \$200-\$1,200 hourly rate range for both defense and plaintiffs' counsel at partner and associate levels. In short, only 5 percent of class action hourly rates are less than \$200 and over \$1,200. Thus, nearly all class action hourly rates fall within a \$1,000 hourly rate statistical variance.

This survey is the first in a series of hourly rate surveys that NALFA will be conducting in specific practice areas. NALFA also conducts custom hourly rate surveys for clients such as law firms, corporate legal departments, and government agencies. NALFA surveys provide the most accurate and current hourly rate ranges within a given geography and practice area.

"This survey data may be the nation's first and only quantitative class action hourly rate data of its kind," said Terry Jesse, NALFA Executive Director. With more class action hourly rate data to follow, here are some of the top level findings from NALFA's 2020 Class Action Hourly Rate Survey:

The 2020 Average Hourly Rate Range in Class Actions		
	Plaintiffs' Rate	Defense Rate
Senior Partner (20+ Years in Practice)	\$801-\$900	\$801-\$900
Partner (16-19 Years in Practice)	\$701-\$800	\$601-\$700
Junior Partner (12-15 Years in Practice)	\$501-\$600	\$401-\$500
Senior Associate (9-11 Years in Practice)	\$401-\$500	\$301-\$400
Associate (5-8 Years in Practice)	\$201-\$300	\$201-\$300
Junior Associate (2-4 Years in Practice)	\$201-\$300	\$201-\$300
Estimated Margin of Error: +/- \$25.00		

For more information on this survey, visit <http://www.thenalfa.org/blog/survey-class-action-defense-rates-keep-pace-with-plaintiffs-rates-in-2020/> or contact Terry Jesse, NALFA Executive Director at terry@thenalfa.org or call us at (312) 907-7275.



The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. Our members follow

Best Practices in Legal Fee Analysis. Our services include: Custom Hourly Rate Surveys and Fee Dispute Mediation. For more on NALFA, visit www.thenalfa.org. Follow us on Twitter at [@AttorneyFees](https://twitter.com/AttorneyFees).

NALFA | 1336 W. Greenleaf Ave, #3E, Chicago, IL 60626

[Unsubscribe agundzik@gghslaw.com](mailto:unsubscribe_agundzik@gghslaw.com)

[Update Profile](#) | [About Constant Contact](#)

Sent by info@thenalfa.org

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On December 20, 2023, I served the following document described as

- **DECLARATION OF AARON GUNDZIK IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated June 18, 2021, to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on December 20, 2023, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Kussner, et al. v. MV Public Transportation, Inc.**

Case Info: **21STCV12259, Los Angeles Superior Court**

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Representing:

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The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.