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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

RAUL ANTONIO CASTRO,

Plaintiff,

v.

CLAY LACY AVIATION, INC., and DOES 1 to
100,

Defendants.

) Case No. 21VECV00304

) Hon. Huey Cotton

) Dept. A

) **JOINT MOTION FOR AN ORDER**
) **APPROVING PAGA SETTLEMENT;**
) **DECLARATION OF JANELLE**
) **CARNEY FILED IN SUPPORT**
) **THEREOF**

Date: September 30, 2024
Time: 8:30 AM
Dept.: Dept A.
Reservation No.: 984467893626

Action Filed: March 8, 2021
Trial Date: November 4, 2024

**JOINT MOTION FOR AN ORDER APPROVING PAGA SETTLEMENT;
DECLARATION OF JANELLE CARNEY FILED IN SUPPORT THEREOF**

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a witness,
5 I could and would competently testify herein.

6 **DECLARANT’S ROLE IN LITIGATION & DATA ANALYSIS**

7 2. Plaintiff Raul Antonio Castro’s (“Plaintiff”) counsel has extensive experience in
8 wage and hour class action litigation. Plaintiff’s counsel has significant experience in complex,
9 representative, and class action wage and hour litigation. As such, they are experienced and
10 qualified to evaluate the claims and defenses in this case, and unequivocally support the settlement
11 reached herein. I, along with Frontier Law Center and Plaintiff, conducted an extensive
12 investigation prior to the Complaint being filed and throughout the litigation.

13 3. The Plaintiff seeks approval of a PAGA settlement in the gross amount of
14 \$760,000.00, on behalf of the State of California and the Aggrieved Employees (“AE”) who are or
15 were employed by Defendant Clay Lacy Aviation, Inc. (“Defendant”). The AE are (“PAGA
16 Settlement Members”) are defined as follows: All current and former hourly employees of
17 Defendant who worked from March 8, 2020, through June 30, 2024.

18 4. Plaintiff propounded formal discovery and requested data from the Defendant
19 including the payroll files and timekeeping files for the Aggrieved Employees. According to
20 Defendant, there are 460 Aggrieved Employees and 23,000 pay periods through May 9, 2024.

21 5. I have extensive experience in wage and hour class action and PAGA litigation,
22 both as a partner with the Law Office of Joseph Antonelli (LOJA), and now with my own firm.
23 The Plaintiff seeks to and obtain approval of a non-reversionary settlement in the gross amount of
24 \$760,000.00 on behalf of approximately 460 AEs.

25 6. JCAL specializes in the area of wage and hour issues. For the last twenty-four (24)
26 years, I have almost worked exclusively on class actions and representative actions. I graduated
27 from Whittier College School of Law School and obtained my Jurisprudence Doctorate in May
28 1998. I took the California Bar Examination in February 1999 and received my passing results in
May 1999. On June 8, 1999, I was admitted to practice law in the State of California and the

1 federal courts. I have remained in good standing as a member of the California Bar since
2 admission through the present time. I have litigated numerous successful wage and hour class
3 actions in California. Since my admission to the bar, I have solely worked at the Law Office of
4 Joseph Antonelli through December 31, 2020, when I started Janelle Carney – Attorney at Law,
5 APC. On July 1, 2007, I became a partner at LOJA and opened JCAL on January 1, 2021.

6 7. During my tenure with the Law Office of Joseph Antonelli, our firm in conjunction
7 with the Law Offices of Kevin T. Barnes completed a court trial in the case of Mutuc v.
8 Huntington Memorial Hospital, Case No. BC288727. LOJA was also successful in obtaining
9 favorable published opinions for employees in the state of California on six (6) major issues in
10 each of the following cases:

- 11 a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005) 131 Cal.App.
12 4th 893, 906;
- 13 b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- 14 c. Jaimez v. Daiohs USA, Inc., (2010) 181 Cal.App.4th 1286;
- 15 d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;
- 16 e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- 17 f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;
- 18 g. Lafitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;
- 19 h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

20 These cases were landmark decisions in the manner in which the regular rate must be
21 calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and
22 overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time
23 penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the interests
24 of putative class members in a wage and hour case who want their identity protected (Tien); the
25 standard to prove that an employer has waived its right to arbitrate an employment claim against an
26 employee who filed a class action (Hoover); the standard of when an employer is required to
27 reimburse employees for cell phone usage and other business expenses in order to perform the
28 employees’ duties, even if there was no direct costs to the employees (Cochran); the application of
the tolling doctrine as applied to subsequent class actions being filed when the previous class action

1 was disposed of without a ruling on certification (Falk); the Laffitte decision laid out the
2 requirements for approval of a class action settlement including an in depth analysis on the
3 attorneys' fees request on a common fund. In Laffitte, the California Supreme Court affirmed the
4 trial court and appellate court ruling and holds that the attorney fee award made on a common fund
5 basis (percentage of the settlement) is the law in California; and that employees whose employment
6 is governed by a collective bargaining agreement have not waived their right to bring statutory
7 claims in court unless there is a clear and unmistakable waiver of their rights (Vasserman).

8 **CLASS ACTION & PAGA EXPERIENCE**

9 8. I have previously served as class counsel in a number of class action and PAGA
10 cases, including wage and hour matters. The following is a sample of matters wherein I have been
11 approved as class counsel with LOJA and as JCAL:

12 **LOS ANGELES COUNTY**

13 **HUNTINGTON MEMORIAL HOSPITAL**

14 1) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
15 Willhite entered an order granting class certification in Mutuc v. Huntington Memorial Hospital,
16 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan
17 and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
18 were approved as class counsel and served as trial counsel in this matter, with trial testimony and
19 argument concluding on April 6, 2007. The matter was re-opened for closing argument on July
20 23, 2007. As set forth above the primary issue in Mutuc involved an alleged artificial and dual
21 rate pay plan that applied to the 12-hour employees at Huntington Hospital. The Mutuc matter was
22 tried in approximately 12 days, including partial days and opening and closing statements.
23 Furthermore, there were a total 28 of witnesses who testified. The case resulted in an approximate
24 \$32.8 million award for the class and ultimately settled, including PAGA claims, with the related
25 case of Kiely v. Huntington Memorial Hospital for \$60 million. The Court approved attorneys'
26 fees in the amount of \$18,000,000.00. Furthermore, the Court did award \$50,000.00 for each of
27 the Mutuc class representatives and \$20,000.00 for the Kiely representative.

28 1a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an
Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys'

1 Fees, and Costs in the matter of Kiely v. Huntington Memorial Hospital, Los Angeles Superior
2 Court Case No. BC364972, which was settled together with related matter Mutuc v. Huntington
3 Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph
4 Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement
5 purposes.

6 **PAGADUAN V. TENET HEALTHCARE**

7 2) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
8 others were approved as class counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No.
9 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl
10 West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action
11 settlement. The court approved the settlement in the amount of \$85,000,000.00. Furthermore, the
12 Court did award \$75,000 for each of the named class representatives. Additionally, the Court
13 awarded the requested \$7,500.00 to three (3) other representatives. Judge West also awarded
14 attorneys' fees in the amount of \$22,844,022.50;

15 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

16 3) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting
17 Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital of Southern
18 California, Los Angeles Superior Court Case No. BC380177, approving a class action settlement
19 of \$20.25 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
20 were approved as class counsel for settlement purposes. Furthermore, the Court did award
21 \$20,000.00 for two (2) of the class representatives and \$5,000 for one class representatives. Judge
22 Chaney also awarded attorneys' fees in the amount of \$3,989,087.50;

23 **CHILDREN'S HOSPITAL LOS ANGELES**

24 4) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter
25 of Mays v. Children's Hospital Los Angeles, Los Angeles Superior Court Case No. BC477830.
26 On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class
27 action settlement in the amount of \$27,000,000.00, attorneys' fees in the amount of \$9,000,000.00,
28 and class representative enhancements to the five (5) Class Representatives in an amount totaling
\$67,500.00. At the final approval on September 19, 2016, the Court entered Final Approval of the

1 Class action settlement and awarded the attorneys' fees request of 33 1/3% in the amount of
2 \$9,000,000 in addition to awarding the class representative enhancements in the amounts
3 requested ranging from \$10,000 to \$25,000 for each of the five (5) representatives;

4 **GOOD SAMARITAN HOSPITAL**

5 5) The Law Office of Joseph Antonelli was approved as class counsel in the matter of
6 Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The
7 William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees
8 and Costs and Class Representative Enhancements and Motion for Conditional Certification and
9 Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement
10 in the amount of \$6,175,000.00, attorneys' fees in the amount of \$1,500,000.00 and Class
11 Representative Enhancements to the two (2) Class Representatives in the amount of \$25,000.00
12 each;

13 **WHITE MEMORIAL MEDICAL CENTER**

14 6) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
15 Class Counsel in the matter of Chamber v. White Memorial Medical Center, et al. and Flynn v.
16 Glendale Adventist Medical Center, et al., Los Angeles Superior Court Case No. BC426335, in
17 which the Honorable William F. Highberger was presiding and approved a final settlement in the
18 amount of \$8,750,000, attorneys' fee request of \$2,916,966 and class representative enhancement
19 awards of \$40,000 to both class representatives;

20 **KAISER PERMANENTE HOSPITAL**

21 7) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
22 Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals, et al., Case No. BC395992
23 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the
24 amount of \$21,750,000, attorneys' fee request of \$5,437,500 and class representative enhancement
25 awards of \$90,000 to both class representatives;

26 **IRON MOUNTAIN**

27 8) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter of
28 Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles Superior Court
Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and approved a

1 final settlement on January 13, 2016, in the amount of \$2,800,000.00, attorneys' fee request of
2 \$840,000.00, and class representative enhancement award of \$6,500.00 to each of the three Class
3 Representatives;

4 **ROBERT HALF**

5 9) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R.
6 Ferns entered an order granting class certification in Lafitte v. Robert Half International, Inc., Los
7 Angeles Superior Court Case No.: BC321317. The Law Office of Joseph Antonelli and Law
8 Office of Kevin Barnes were approved as class counsel. This case involved a mis-classification
9 concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final
10 Approval on April 10, 2013 approving the settlement of \$19,000,000.00. The Law Offices of
11 Kevin T. Barnes and Law Office of Joseph Antonelli were approved as class counsel in this
12 certified matter. The attorneys' fee award was in the amount of 33 1/3 % of the settlement.
13 Furthermore, the Court did award the cumulative amount of \$80,000.00 for the three (3) class
14 representatives in the individuals amounts of \$15,000.00, \$25,000.00 and \$40,000.00;

15 **FIRST CHOICE**

16 10) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
17 approved as class counsel in the certified matter of Jaimez v. DAIOHS, U.S.A., Inc. (First
18 Choice), Los Angeles Superior Court Case No. BC372665. This case involved mis-classification
19 of employees, meal period and rest period violations, pay stub, and waiting time penalty classes.
20 On January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20,
21 2011, final approval was granted in the total amount of \$1.7 million. Furthermore, the Court did
22 award the cumulative amount of \$60,000.00 for the three (3) class representatives in the individual
23 amounts of \$10,000.00, \$20,000.00 and \$30,000.00. Judge Dau also awarded attorneys' fees in the
24 amount of \$600,000;

25 **LOWES**

26 11) On or about April 16, 2008, the Los Angeles County Superior Court granted final
27 approval of a class action settlement in the matter of Hall v. Lowes HIW, Case No. BC325832.
28 The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as
class counsel. The court approved the settlement in the amount of \$23,000,000.00. The two (2)

1 lead class representatives received \$25,000 each as individual awards. The Court also awarded
2 attorneys' fees in the amount of \$5,750,000;

3 **HENRY MAYO NEWHALL MEMORIAL HOSPITAL**

4 12) On or about May 25, 2021, Hon. Amy D. Hogue entered an Order Granting Motion
5 for Final Approval of Class Action Settlement in Vasserman v. Henry Mayo Newhall Memorial
6 Hospital, Los Angeles Superior Court Case No. BC549185, approving a class action settlement of
7 \$1,000,000.00. The Law Office of Joseph Antonelli, Law Offices of Kevin T. Barnes, and
8 Kokozian Law Firm were approved as class counsel for settlement purposes. Furthermore, the
9 Court did award \$20,000.00 (\$10,000.00 each) for the two (2) class representatives. Judge Hogue
10 also awarded attorneys' fees in the amount of \$333,333.00;

11 **LONG BEACH MEMORIAL MEDICAL CENTER**

12 13) The Law Office of Joseph Antonelli, Law Office of Stephen M. Harris, and Law
13 Offices of Robert L. Starr, APC, were approved as class counsel in the matter of Castillo, et al. v.
14 Long Beach Memorial Medical Center, et al., Los Angeles Superior Court Case No. BC576936.
15 The Honorable Daniel J. Buckley granted final approval of the class action settlement on
16 December 15, 2020. The court approved the settlement in the amount of \$9,500,000.00, attorneys'
17 fees in the amount of \$3,166,666.67, and Class Representative Enhancements to Class
18 Representatives Elizabeth Castillo, Chris Marker, and Regina Buccella, in the amount of
19 \$25,000.00 each, and \$15,000.00 to Class Representative, Kham Chang.

20 **ORANGE COUNTY**

21 **ST. JUDE HOSPITAL**

22 14) On or about September 10, 2018, the Honorable William Claster entered an Order
23 and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement
24 and Motion for Final Approval of Class Action and PAGA Settlement in the matter of Davis and
25 Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center, Orange County
26 Superior Court Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli
27 and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded
28 attorneys' fees of \$2,141,000, from the gross settlement value of \$7,500,000 and the Court did
award enhancement amounts of \$12,000, for Leah Davis, a current employee and class

1 representative and \$10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other
2 three (3) former employees and class representatives.

3 **MILLER V. CHOC**

4 15) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order
5 and Judgment Granting Final Approval of Class Action and PAGA Settlement in the matter of
6 Miller v. Children's Hospital of Orange County, Orange County Superior Court Case No. 30-
7 2014-00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of
8 Dennis Moss were approved as class counsel Judge Andler awarded attorneys' fees of \$1,500,000
9 or 30% of the gross settlement value of \$4,500,000.00 and an enhancement award of \$10,000 (the
10 amount requested by Class Counsel) for Class Representative, Erik Mara.

11 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

12 16) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
13 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
14 Maracine v. Mesa Verde Convalescent Hospital, Inc., Orange County Superior Court Case No. 30-
15 2015-00780115-CU-OE-CXC, approving a class action and PAGA settlement of \$1,375,000.00.
16 The Law Office of Joseph Antonelli was approved as Class Counsel for settlement purposes.
17 Furthermore, the Court did award \$20,000.00 for the class representative. Judge Sanders also
18 awarded attorneys' fees in the amount of \$412,500.

19 **PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY**

20 17) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
21 others were approved as class counsel Declarant, and other counsel were approved by the Orange
22 County Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al. v.
23 Children's Hospital of Orange County (CHOC), Case No. 05CC00303 and a related case of York
24 v. CHOC, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted class
25 certification in Pate, and on March 23, 2012 final approval of a class action and PAGA settlement
26 was granted in both matters, totaling in the amount of \$17.5 million. Furthermore, the Court did
27 award amounts which ranged from \$25,000, \$15,000.00, and \$10,000 for each of the four (4) class
28 representatives. The Court also awarded attorneys' fees in the amount of \$4,686,862 in the Pate
matter, and \$375,000 in the York matter.

1 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

2 18) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order
3 Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of
4 Oberschlake v. St. Joseph Hospital of Orange, Orange County Superior Court Case No.
5 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
6 approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock further
7 entered Orders Granting Preliminary and Final Approval of Class Action and PAGA Settlement.
8 Judge Stock did award attorneys' fees of \$4,000,000 or 33.33% of the gross settlement value of
9 \$12,000,000. Furthermore, the Court did award \$20,000.00 for each of the class representatives.

10 **HOAG**

11 On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final Approval of
12 Class Action and PAGA Settlement in Corona v. Hoag Memorial Hospital Presbyterian, Orange
13 County Superior Court Case No 30-2009-00295587. The Law Office of Joseph Antonelli and the
14 Law Offices of Kevin T. Barnes were approved as class counsel. Judge Andler did approve the
15 gross settlement of \$4,000,000. Furthermore, the Court did award \$20,000.00 for each of the class
16 representatives. Judge Andler also awarded attorneys' fees in the amount of \$1,333,320.00.

17 **STAPLES**

18 19) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class
19 certification in Staples Overtime Cases, JCCP No. 4235. The Law Office of Joseph Antonelli, the
20 Law Offices of Kevin T. Barnes and others were approved as class counsel. The case involved
21 misclassification of defendant's salaried exempt "manager" employees. The Court also entered
22 Final Approval Order on or about April 16, 2008, approving a class action and PAGA settlement
23 in the amount of \$38,000,000.00.

24 **SAN BERNARDINO COUNTY**

25 **CHICK-FIL-A**

26 20) On or about December 9, 2022, Hon. Donald Alvarez granted Final Approval of
27 Class and PAGA Representative Action Settlement in the amount of \$105,000.00 in the matter of
28 Caro v. EM KMR, LLC dba Chick-Fil-A / Colonies Crossroads (FSU 01544), San Bernardino
Superior Court Case No. CIVSB 2126911. Janelle Carney – Attorney at Law, APC was approved

1 as Class Counsel for settlement purposes. Furthermore, the Court did award class representative
2 enhancements in the amount of \$10,000.00 to the class representative, and \$35,000.00 in
3 attorneys' fees.

4 **ST. MARY MEDICAL CENTER**

5 21) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class
6 Action and PAGA Settlement in Sanchez v. St. Mary Medical Center, San Bernardino Superior
7 Court Case No. CIVDS1304898, approving a class action and PAGA settlement of \$5,750,000.00.
8 The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law
9 Group were approved as Class Counsel for all purposes. The Sanchez matter was certified on
10 several key subclasses, including overtime theories on behalf of class members that were part of a
11 union and not paid daily overtime premiums and AWS theories. The Sanchez theories certified
12 and set for trial were similar to claims being litigated in the Tilton action. Furthermore, the Court
13 did award \$15,000.00 for the class representative, a former employee at the time she filed the class
14 action complaint. Furthermore, Judge Foster awarded attorneys' fees in the amount of 1/3 of the
15 common fund in the amount of \$1,916,666.60.

15 **UNIFIRST CORPORATION**

16 22) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting Final
17 Approval of a Proposed Class Action Settlement in Alvidrez v. Unifirst Corporation, San
18 Bernardino Superior Court Case No. CIVRS 1308105, approving a class action and PAGA
19 settlement of \$1.1 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T.
20 Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award
21 \$25,000.00 each for two (2) of the class representatives. Furthermore, Judge Ochoa awarded
22 attorneys' fees of \$330,000.

23 **AMERICAN INCOME LIFE INSURANCE COMPANY**

24 23) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting
25 Final Approval of a Proposed Class Action and PAGA Settlement in Hoover v. American Income
26 Life Insurance Company, San Bernardino Superior Court Case No. CIVRS 910758, approving a
27 class action settlement of \$6,250,000.00 million. The Law Office of Joseph Antonelli and other
28 counsel were approved as class counsel. Furthermore, the Court did award \$25,000.00 each for

two (2) of the class representatives. Judge Davis also awarded attorneys' fees in the amount of \$2,083,333.33.

RIVERSIDE CASES

PARKVIEW COMMUNITY HOSPITAL

24) On or about September 13, 2016, Hon. Sharon J. Waters entered an Order and Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and Motion for Final Approval in the matter entitled Bart v. Parkview Community Hospital Medical Center, Riverside Superior Court Case No. RIC 1406044, approving a class action and PAGA settlement of \$2,550,000.00. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Furthermore, the Court did award \$35,000.00 for the class representative. Judge Waters also awarded attorneys' fees in the amount of \$805,000.

PEPPERMINT RIDGE

25) On or about June 18, 2010, Hon. Sharon J. Waters entered an Order and Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and Motion for Final Approval in the matter entitled Moyer v. Peppermint Ridge, Riverside Superior Court Case No. RIC 506199, approving a class action and PAGA settlement of \$450,000.00. Declarant was approved as class counsel for settlement purposes. Furthermore, the Court did award \$10,000.00 for the class representative.

INVESTIGATION AND LITIGATION

9. JCAL has always been prepared to zealously pursue this case on behalf of the aggrieved employees through trial on the merits if necessary.

10. Plaintiff has propounded interrogatories and document requests, Defendant has produced documents and data, including payroll records, policy documents, and related employment records for aggrieved employees. Plaintiff hired an expert in this matter, and was preparing for Plaintiff's Arbitration hearing of his individual claims when the parties agreed to mediation. The parties attended a mediation on May 9, 2024, with experienced employment law mediator Deborah Crandall Saxe. All of the parties' negotiations have been non-collusive and involved considerable disputes over payment terms. Plaintiff did not settle this case until he and

1 his counsel have conducted sufficient investigation into the claims, and exhausted all avenues
2 before agreeing to this settlement.

3 11. Although not required for PAGA settlements, pursuant to Kullar v. Footlocker
4 Retail Inc., 168 Cal. App 4th 116, 118 and Dunk v. Ford Motor Co., (1996) 48 Cal.App.4th 1794,
5 the following describes the settlement's reasonableness.

6 12. **Strength of Plaintiff's Case**

7 The PAGA claims to be analyzed are set forth below.

8 1. **Total Exposure of PAGA Penalties**

9 As stated above, during the PAGA period, there were 23,000 pay periods through May 9,
10 2024, for 460 aggrieved employees. Because there is no evidence that Defendant has been the
11 subject of prior Labor Code citations for the conduct alleged, subsequent penalty amounts are
12 unlikely here. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1208-1209 (2008) ("Until
13 the employer has been notified that it is violating a Labor Code provision. . . , the employer cannot
14 be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to
15 penalties").

16 **Meal and Rest Period PAGA exposure**

17 Plaintiff's position is that Defendant's policies did not provide for compliant meal and rest
18 breaks as all breaks were "working" and on-duty. Defendant denies this claim, despite on duty
19 meal agreements it requested of its line service technicians despite their job not of the nature that
20 requires such.

21 Plaintiff claims he and the Aggrieved employees were required to keep their
22 communication devices on and respond to calls during alleged breaks. Defendant denies this claim.
23 In addition to the communication devices, Plaintiff claims Defendant had a practice of requiring
24 employees to work through their meals and rest periods while they remained on site, thereby failing
25 to provide Plaintiff and the aggrieved employees with duty-free meal periods as required by
26 California law. Defendant denies this claim.

27 Taking into account Defendant's arguments and the risks Plaintiff faces up to and including
28 trial, Plaintiff calculates the reasonable, maximum exposure to Defendant for PAGA penalties
related to the meal break claim at \$1,987,458.00. Taking into account the arguments above,

1 Plaintiff believes that the risk adjusted value of this claim is \$496,864.62, or 25% of the total
2 PAGA penalty exposure.

3 Likewise, Plaintiff calculates the reasonable, maximum exposure to Defendant for PAGA
4 penalties related to the rest break claim at \$1,987,458.49. For settlement purposes, Plaintiff further
5 reduced the reasonable exposure to \$993,729.24, or 50% of the PAGA penalty exposure.

6 **Wage Statement Violations**

7 Plaintiff claims the wage statement did not list the correct amount of wages earned due to
8 the missed break violations. To reiterate Plaintiff's theories are as follows: deficient paystubs due
9 to (1) (derivative) failure to list the correct gross wages earned, net wages earned, and failure to list
10 the meal and rest period premium pay. Plaintiff claims Defendant fails to include accurate "total
11 hours worked," a vital component to determine if employees are being paid properly. For example,
12 Defendant violates § 226(a) by printing the rounded time under the column "total hours worked."
13 Plaintiff further alleges that to obtain PAGA penalties for pay stub violations, a plaintiff need not
14 satisfy the "injury" or "knowing and intentional" requirements of *Labor Code* § 226(e)(1). See
15 *Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667 (2018).

16 On the other hand, Defendant argues that its pay stubs are legally compliant, and therefore
17 no such PAGA penalties are owed. Moreover, Defendant argues derivative violations of *Labor*
18 *Code* § 226 do not give rise to pay stub violations upon which PAGA penalties arise. See
19 *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018); *see also Culley v. Lincare Inc.*,
20 236 F.Supp.3d 1184, 1195-1196 (E.D. Cal. 2017). Defendant further argues that any such alleged
21 violations were inadvertent, and therefore not actionable. *See Heritage Residential Care, Inc. v.*
22 *Division of Labor Standards Enforcement*, 192 Cal.App.4th 75 (2011). *See also Naranjo v.*
23 *Spectrum Security Services, Inc.*, 15 Cal. 5th 1056 (2024 which now allows a "good faith"
24 defense on the failure to provide compliant paystubs pursuant to Labor Code § 226.

25 If Plaintiff were to lose on any of the underlying claims or if the Court were to make the
26 determination that derivative wage statements don't apply, the wage statement penalty claim could
27 be reduced to zero. Taking this into account, Plaintiff believes the reasonable, risk adjusted
28 maximum exposure to Defendant for PAGA penalties relating to the wage statement claim is

1 \$3,144,800.00. Taking into account the arguments above, Plaintiff believes that the risk adjusted
2 value of this claim is \$786,200.00, or 25% of the reasonable, risk adjusted maximum exposure.

3 **Waiting Time Penalties**

4 The waiting time penalty claim is derivative of the missed break violations. Plaintiff's
5 values the maximum PAGA penalties related to waiting time penalties \$33,900.00. The risk with
6 the PAGA penalties is that Defendant might be able to show that no willful withholding of wages
7 occurred or had a good faith defense, which may nullify these penalties altogether. Taking into
8 account the arguments above, Plaintiff believes that the risk adjusted value of this claim is
9 \$8,475.00, or 25% of the reasonable, risk adjusted maximum exposure.

10 **Total Maximum PAGA Penalties**

11 Based on the above, the reasonable, risk adjusted maximum exposure is the following:

- | | | |
|----|-------------------------|--------------|
| 12 | 1. Meal Breaks | \$496,864.62 |
| 13 | 2. Rest Breaks | \$993,729.24 |
| 14 | 3. Wage Statement | \$786,200.00 |
| 15 | 4. Waiting Time Penalty | \$8,475.00 |

16 **Total Maximum Exposure \$2,285,268.87**

17 Plaintiff asserts the PAGA settlement of \$760,000 is 33.3% of the maximum risk adjusted
18 exposure. As explained below, the PAGA settlement is within the range of reasonableness when
19 viewed in tandem with the attendant risks described above.

20 Plaintiff further believes this to be a good result, given that there is a substantial question as
21 to whether a trial court will even award cumulative penalties sought by Plaintiff for alleged
22 multiple Labor Code violations because there is no precedent for such an award. Moreover, *Labor*
23 *Code* § 2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: "[A] court
24 may award a lesser amount than the maximum civil penalty amount specified by this part if, based
25 on the facts and circumstances of the particular case, to do otherwise would result in an award that
26 is unjust, arbitrary and oppressive, or confiscatory." Case law supports a trial court's discretion in
27 downgrading penalties based on these factors. See *Thurman v. Bayshore Transit Management,*
28 *Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012) (no abuse of discretion by reducing penalty by 30
percent).

1 Because of the discretionary nature of PAGA penalties, oftentimes the penalties are
2 discounted by approximately 75%-85%. See, e.g., *Magadia v. Wal-Mart Associates, Inc.* (N.D.
3 Cal. May 31, 2019) 384 F.Supp.3d 1058, 1104 (penalties on wage statement claim reduced by
4 80%);

5 In sum, Plaintiff estimates that the risk adjusted maximum penalty exposure is
6 **\$2,285,268.87**. Based on the risks outlined above, the substantial costs that would be expended to
7 proceed to trial, and the discretionary natures of the penalties, Plaintiff believes the \$760,000
8 settlement, representing 33.3% of the risk adjusted potential recovery, is fair, reasonable, and
9 serves the purpose of PAGA.

10 13. The risk, expense, complexity and likely duration of further litigation would have
11 been costly with uncertain recovery. While Plaintiff strongly believes in his case, individual
12 issues and manageability could have been a factor in determining whether the aggrieved
13 employees and the LWDA received anything.

14 14. The risk of going to trial and facing manageability issues through trial was a
15 consideration for Plaintiff and his counsel. Therefore, uncertainty as to individual issues could
16 have prevented the matter going forward as a representative trial.

17 15. With respect to the amount of the settlement, the number of "cents on the dollar" or
18 percentage of total settlement represents, a fair and reasonable settlement amount. The Plaintiff
19 considered, his expert's evaluation, Plaintiff's counsel expertise and knowledge as to the value of
20 the respective claims. Accordingly, the settlement presented to the Court is approximately **33.3%**
21 of the reasonable evaluation of the entire case exposure on a purely PAGA basis. Plaintiff
22 discounted the claims for reasonable factors, as set forth above. Overall, under the Dunk and
23 Kullar factors, the amount of the settlement given the risks of potentially being subject to not try
24 the case as a representative matter and ultimately proving liability on all claims given the current
25 uncertainty in the law demonstrates that the settlement is fair and reasonable.

26 16. The settlement amount is fair and reasonable based on a review of all objective
27 evidence. The parties' assessment of the matter is based on extensive research before and during
28 the litigation, and written discovery.

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1 20. Frontier Law Center will file a declaration attesting to their hours and costs.

2 21. At the current time, JCAL has billed not less than 170.10 hours at a lodestar value of
3 approximately \$134,405.00, which averages to an hourly rate of \$790.15. A true and correct copy
4 of JCAL billing is attached hereto as **Exhibit 3**. Additionally, my paralegal hours are attached
5 behind my hours in **Exhibit 3**. My paralegal has separately spent 175.23 hours on this action.

6 22. As set forth above, I participated extensively in the investigation, discovery, law
7 and motion, and mediation. I am very familiar with the contingent fee market throughout
8 California, particularly as it pertains to complex employment, wage and hour, and class action
9 litigation. On behalf of LOJA and JCAL, I have negotiated numerous contingency fee agreements
10 with plaintiffs both as individuals and as representatives in class action suits. Many of those
11 agreements provide that counsel will receive a fee that is between 30%-45% of any recovery that
12 is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a
13 recovery amount. The individual Plaintiff signed a contingency fee agreement that compensating
14 counsel up to 35% of any gross settlement. My regular hourly fee of \$850 in complex litigation is
15 reasonable. Counsel for Plaintiff are experienced employment lawyers and have extensive
16 experience in the specific subcategory of wage and hour claims.

17 These are typical and standard rates in employment related contingency agreements in the
18 Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and throughout California.
19 Indeed, in my opinion, the Plaintiff in this complex wage and hour PAGA and class action case
20 could not have retained competent counsel in California, particularly with the considerable skill
21 and expertise of my firm for any amount significantly less than the contingency fee percentage
22 provided in these retainer agreements. Plaintiff's Counsel has advanced all costs and taken on a
23 substantial risk without the guarantee of a payout.

24 23. The parties have agreed to retain the services of Rust Consulting (Rust) to
25 administer the writing of checks and sending payment to each Aggrieved Employee. A true and
26 correct copy of Rust's estimate dated May 13, 2024, to administer this settlement is attached
27 hereto and marked as **Exhibit 4**. Said costs will not exceed \$6,950.00. Rust's qualifications are
28 attached hereto as **Exhibit 5**.

24. On or about August 14, 2024, my assistant uploaded the proposed settlement to the LWDA, pursuant to Labor Code § 2699 (l)(2). A true and correct copy of the proof of submission email is attached hereto as **Exhibit 6**. Further, my office will upload the conformed copies of the declarations to support the settlement on the LWDA once received from the Court.

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

Executed at Chino Hills, California on this 14th day of August 2024.


Janelle Carney

CASTRO v. CLAY LACY, INC.
LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 21VECV00304
PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Raul Castro (“Plaintiff”) and Defendant Clay Lacy Aviation, Inc. (“Defendant” or “CLA”) (collectively referred to hereinafter, the “Parties”). The Parties agree to a PAGA settlement of the lawsuit entitled *Castro v. Clay Lacy, Inc.*, Los Angeles Superior Court Case no. 21VECV00304.

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Assignment America, LLC captioned *Castro v. Clay Lacy, Inc.*, Los Angeles Superior Court Case no. 21VECV00304 initiated on March 8, 2021 and pending in Superior Court of the State of California, County of Los Angeles.

1.2 “Administrator” means ILYM, 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 approval of this Settlement.

1.4 “Aggrieved Employee” means in the context of this settlement agreement only, the “PAGA Settlement Members” shall be defined as follows:

- a. All current and former hourly employees of Defendant who worked from March 8, 2020 through June 30, 2024.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in possession of CLA including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods (or dates from which the Administrator can calculate the PAGA Pay Periods).

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7 “Court” means the Superior Court of California, County of Los Angeles.

1.8 “Defense Counsel” means O’HAGEN MEYER LLP

O'HAGAN MEYER LLP

DANIEL H. QUALLS, SB# 109036

E-Mail: DQualls@OHaganMeyer.com

J. CRUZ ZAVALA-GARCIA SB# 332671

E-Mail: CZavala@OHaganMeyer.com

ADAM J. STEPHENS, SB# 349402

E-Mail: ASstephens@OHaganMeyer.com

1 Embarcadero Center, Suite 2100

San Francisco, California 94111

Telephone: (312) 422-6100

1.9 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as the day the Court enters Judgment.

1.10 "Gross Settlement Amount" means Seven Hundred Sixty-Five Thousand and Zero Cents (\$760,000.00) ("PAGA Gross Settlement Amount"), which is the total amount CLA agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 "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, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 "PAGA Counsel" means the attorneys representing the Plaintiff in the Action:

Manny Starr

manny@frontierlawcenter.com

Adam Rose

Adam@frontierlawcenter.com

FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Janelle Carney

janelle@janellecarneylaw.com

JANELLE CARNEY ATTORNEY AT LAW, APC
14758 Pipeline Ave, Suite E
Chino Hills, CA 91709
Telephone: 909.521.9609

1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.18 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for as stated above or at least one day during the PAGA Period.

1.19 “PAGA Period” means the period from March 8, 2020 to June 30, 2024.

1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 “PAGA Notice” means Plaintiff’s letter to CLA and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees currently estimated to be: (\$110,512.50) and the 75% to LWDA (\$331,537.50) in settlement of PAGA claims.

1.23 “Plaintiff” means Raul Castro, the named plaintiff in the Action.

1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.25 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26 “Released Parties” means CLA and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns subsidiaries, and affiliates.

1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28 “CLA” means named Defendant Clay Lacy Aviation, Inc.

2. RECITALS.

2.1 On March 8, 2021, Plaintiff commenced this Action by filing a Complaint alleging PAGA cause of action against CLA for failure to provide meal and rest periods, failure to pay overtime, at the correct regular rate, waiting time penalties, and paystub violations. On May 13, 2021, Plaintiff filed a First Amended Complaint alleging facts and labor code violations related to the regular rate violation, waiting time penalties, and on duty meal and rest period claims. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). CLA denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in 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, subdivision (a), Plaintiff gave timely written notice to CLA and the LWDA by sending the PAGA Notice.

2.3 On May 9, 2024 the parties participated in an all-day mediation presided over by Deborah Saxe which led to this agreement to settle the action after significant pre-mediation discussions and an informal exchange of data (including time and pay data for Aggrieved Employees during the PAGA Period).

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, CLA promises to pay \$760,000 and no more as the Gross Settlement Amount. CLA has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to CLA.

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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be \$266,000.00, and PAGA Counsel Litigation Expenses Payment of not more than \$40,000.00. CLA will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or

any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds CLA harmless, and indemnifies CLA, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,950.00 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 less than \$6,950.00, the Administrator will retain the remainder in the Net Settlement Amount. If the Administration Expenses exceed the amount approved by the Court, CLA will have no obligation to pay any money in addition to the Gross Settlement Amount to account for the excess administration costs.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$442,050.00 to be paid from the Gross Settlement Amount, with 75% (\$331,537.00) allocated to the LWDA PAGA Payment and 25% (\$110,512.50) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$110,512.50) by the total number of PAGA Period Pay Periods worked by

all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 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 IRS 1099 Forms.

3.3 Payment to the Named Plaintiff. Representative Service Payment to Plaintiff of not more than \$5,000. Defendants will not oppose Plaintiff's request for a Representative Service Payment that does not exceed this amount. The Administrator will pay the Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Representative Service Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, CLA estimates there are 460 Aggrieved Employees who worked a total of 23,000 of PAGA Pay Periods through June 30, 2024.

4.2 Aggrieved Employee Data. Within 15 days after the Court grants Approval of the Settlement, CLA will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. CLA has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which CLA must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. CLA shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 10 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after CLA funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation

Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. 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 an Aggrieved Employee Address Search for all Aggrieved Employees 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose 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 Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when CLA fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. As a condition of receiving any portion of his respective Representative Service Payment, Plaintiff agrees to the following general release ("Plaintiff's Release"): In consideration of CLA's promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all claims alleged in the Action, and also generally releases and discharges the Released Parties, and all of their present and former parents, subsidiaries, affiliates, and joint ventures, shareholders, members, managers, officers, officials, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against them through the date that

this Agreement is fully executed. This general release includes, but is not limited to, claims arising out of or relating to Plaintiff's employment by CLA, including but not limited to any and all claims for violation of any section of the California Labor Code and/or Wage Orders; violation of the Fair Labor Standards Act ("FLSA"); failure to pay wages, benefits, vacation pay, severance pay, final pay, or other compensation of any sort; fraud; intentional or negligent misrepresentation; breach of contract; promissory estoppel; wrongful termination; retaliation; violation of public policy; breach of implied covenant of good faith and fair dealing; defamation; unlawful effort to prevent employment; sexual harassment; discrimination on the basis of race, color, sex, national origin, ancestry, religion, age, disability, handicap, medical condition, marital status or any other protected class; any claim under the Fair Credit Reporting Act, California Consumer Credit Reporting Agencies Act, California Investigative Consumer Reporting Agencies Act, or other laws regarding background checks; any claim under Title VII of the Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, et seq.; the Americans with Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the California Fair Employment and Housing Act ("FEHA"), or California Government Code §§ 12940 et seq.; violation of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"); violation of the Occupational Safety and Health Act ("OSHA") or any other health and/or safety laws, statutes or regulations; violation of the Employment Retirement Income Security Act of 1974 ("ERISA"); violation of the Internal Revenue Code; any other claim arising from employment or; or other common law or tort matters and all other claims under federal, state or local law. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that his 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 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 Aggrieved Employees:

All 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 all PAGA claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period.

6.1 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the Motion for Approval of this Settlement so that it can be filed quickly following the execution of this Agreement. PAGA Counsel is responsible for delivering the Court’s approval to the Administrator. PAGA Counsel will provide Defense Counsel five (5) business days to review and comment on the Motion for Approval before filing. The Parties will work in good faith to resolve any disagreements regarding the Motion for Approval.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval of this Settlement and/or the supporting declarations and documents, PAGA 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 Approval of this Settlement or conditions its approval on any material change to this Agreement.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Rust Consulting, Inc. (Rust) to serve as the Administrator and verified that, as a condition of appointment, Rust 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 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 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

8.1 Based on its records, CLA estimates that, as of June 30, 2024, there are 460 Aggrieved Employees who worked approximately 23,000 Pay Periods.

8.1.1: Escalator Clause: Defendant understands and believes there were no more than 23,000 pay periods through June 30, 2024. If it is determined that the actual number of pay

periods through June 30, 2024, exceeds 23,000 by more than ten percent (10%) (i.e., exceeds 2,300), then, Defendant shall increase the PAGA Gross Settlement by the percentage difference beyond the ten percent (10%) between the certified amount of 23,000 and the actual number of pay periods or end the release date as of the date the 24,300 pay periods are reached. For example, if pay periods exceed 23,000 by 15%, Defendant shall increase the PAGA gross settlement by 5% or end the release date as of the date 24,300 pay periods are reached.

9. 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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 CLA that any of the allegations in the Operative Complaint have merit or that CLA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that CLA's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, CLA reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest CLA'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).

10.2 Confidentiality Prior to Approval. Plaintiff, PAGA Counsel, CLA and Defense Counsel separately agree that, until the Motion for 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 LWA a copy of the signed agreement. (2) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (3) counsel in a matter determined by a court to be "related" within the meaning of California Rule of Court 3.300 or similar federal or state law; (4) to the extent necessary to report income to appropriate taxing authorities; (5) in response to a court order or subpoena; or (6) 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, PAGA Counsel, CLA and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval, any with 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.

10.3 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.

10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and CLA, 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.

10.5 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 non-material terms of 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.

10.6 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.

10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, CLA 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.

10.8 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.

10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10 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.

10.11 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.

10.12 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.

10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by CLA 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from CLA unless, prior to the Administrator's payment of all Settlement Funds, CLA makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data, at Defendant's cost.

10.14 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.

10.15 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.

10.16 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: Via counsel listed above.

To CLA: Via counsel listed above.

10.17 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.

10.18 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Signed by:

7B802AED79404DF

Raul Castro, Plaintiff

By: _____
Defendant
Clay Lacy Aviation, Inc.

7/23/2024

(date) (date)

by email or messenger, addressed as follows:

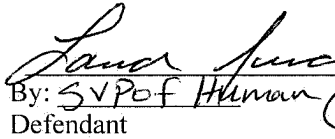
To Plaintiff: Via counsel listed above.

To CLA: Via counsel listed above.

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Raul Castro, Plaintiff

By:  SVPOF Human Resources
Defendant
Clay Lacy Aviation, Inc. *Laura Jung*

(date) (date)

07/18/2024



Castro v. Clay Lacy Aviation, Inc.
COSTS

VENDOR	DATE	COST
Janney & Janney Legal Support	05/14/21	\$14.20
Janney & Janney Legal Support	06/09/21	\$10.00
Janney & Janney Legal Support	06/09/21	\$14.20
Janney & Janney Legal Support	06/16/21	\$14.20
Janney & Janney Legal Support	07/01/21	\$14.20
Janney & Janney Legal Support	11/01/21	\$14.20
Janney & Janney Legal Support	04/29/22	\$10.00
Janney & Janney Legal Support	04/29/22	\$34.90
Janney & Janney Legal Support	04/29/22	\$14.20
Janney & Janney Legal Support	09/13/22	\$10.00
Janney & Janney Legal Support	09/13/22	\$10.00
Superior Court Call	07/13/21	\$15.00
Deadlines on Demand	06/09/21	\$15.00
Deadlines on Demand	07/21/21	\$15.00
Deadlines on Demand	08/31/21	\$15.00
Deadlines on Demand	11/30/21	\$15.00
USPS	12/29/21	\$5.11
California Depo Reporters	05/11/22	\$2,625.40
Video Solutions LLC	04/20/22	\$466.25

VENDOR	DATE	COST
JAMs	05/09/24	\$250.00
JAMS	06/11/24	\$250.00
JAMS	06/01/24	\$6,250.00
Veritext Legal Solutions	07/29/22	\$512.88
Econ ONE	01/31/24	\$1,057.35
Econ ONE	02/01/24	\$574.99
Econ ONE	03/01/24	\$2,774.72
LA Court Docs	05/13/24	\$5.00
	TOTAL:	\$15,006.80

Janelle Carney-Attorney at Law, APC
14758 Pipeline Avenue, Suite E, Chino Hills, California 91709

Raul Castro

Date: 8/13/2024

File Number: 62115/

Invoice Number:

Re: Castro

<u>Date</u>	<u>Initials</u>	<u>Description of Service</u>	<u>Hours</u>	<u>Amount</u>
03/03/2021	JC	Castro review and redline Complaint (2.)	2.00	1,500.00
03/09/2021	JC	Castro: Email re JPA (.4) review file for additional claims and draft LWDA ltr (2.5)	2.90	2,175.00
03/18/2021	JC	Telephone call from Manny Starr - spoke regarding our call w/ OPC (.30)	0.30	225.00
03/19/2021	JC	Telephone call to Steven G. Gatley - spoke regarding the new case (.3)	0.30	225.00
03/23/2021	JC	Prepare FAC (4.5)	4.50	3,375.00
04/05/2021	JC	Review email re Arb (.8)	0.80	600.00
04/08/2021	JC	Email corresp w/ FLC and OPC re arbitration (.8)	0.80	600.00
05/11/2021	JC	Email to FLC re service of the Complaint and email to opc re accept service? (.8)	0.80	600.00
05/17/2021	JC	Email corresp w/ OPC; Prep ntc & ack and docs for service (1.)	1.00	750.00
06/16/2021	JC	Prep ntc of cmc adn email to opc re time for a call (.8)	0.80	600.00
06/24/2021	JC	Calls w/ MS re prep for meet and confer call and issues re FLMA etc (.8)	0.80	600.00
06/28/2021	JC	Telephone call to Jerry J. Chang - spoke regarding the CMC meet and confer (.3); Cmc statement (.8)	1.00	750.00
07/12/2021	JC	Reviewed Defendant's CMC, Prep'd for CMC hearing, Reviewed Defendant's Answer and memo to the file (.1.5); Telephone call from Manny Starr - spoke [REDACTED]	2.00	1,500.00
09/08/2021	JC	Review Oppo to Mtx compel arb and make redline edits (1.)	1.00	750.00
10/26/2021	JC	Review email and CMC statement from OPC (.8)	0.80	600.00
10/29/2021	JC	Updated CMC statement (.8)	0.80	600.00
11/04/2021	JC	Email corres re hearing (.4)	0.40	300.00
11/08/2021	JC	LR paga stay (.8)	0.80	600.00
11/10/2021	JC	Prepare oral argument notes, review TR, attend hearing (3.5) prepare first set of PAGA discovery (2.5)	6.00	4,500.00
11/11/2021	JC	Finalize Discovery and serve (.8)	0.80	600.00
12/03/2021	JC	Review AAA ltr (.4)	0.40	300.00
12/08/2021	JC	PAGA only PMQ depo ntc (1.5)	1.50	1,125.00
01/09/2022	JC	Email to co counsel re lwda ltr receipt (.3)	0.30	225.00
01/12/2022	JA	[REDACTED]	0.20	160.00
01/27/2022	JC	Review Arb ltr and cmc rules (.8)	0.80	600.00
02/07/2022	JC	Review AAA rules for scheduling conference and prepare first draft of scheduling order (1.)	1.00	750.00

02/08/2022	JC	Email scheduling order draft to opc (.4) various emails on castro (.4)	0.80	600.00
02/09/2022	JC	Telephone call to Judge Walsh - spoke at initial case management conference (.4); Prep first round of discovery for individual arb (3.5); PMQ depo ntc re individual arb case (1.5)	5.40	4,050.00
02/11/2022	JC	Finalize individual discovery to serve (.8)	0.80	600.00
02/24/2022	JC	Telephone call to Brittany A. Vulcan - spoke regarding mediation and discovery (.3); Prep stip and neutral letter (2.5)	2.80	2,100.00
03/08/2022	JC	Prep Stip and SAC (1.5)	1.50	1,125.00
03/09/2022	JC	Email corresp w/ OPC re stip and sac (.40); Email opc re PMQ deposition dates and neutral mailer (.8)	1.20	900.00
03/17/2022	JC	Prep and serve amended notices of deposition (.5)	0.50	375.00
03/21/2022	JC	Review Sprogs, Frogs, RFPD - PAGA and draft meet and confer letter (2.5)	2.50	1,875.00
03/22/2022	JC	Finalize meet and confer ltr (.4)	0.40	300.00
03/25/2022	JC	Finalize disclosure adn production and serve (1.) review Defendant's disclosure statement (.4)	1.40	1,050.00
03/28/2022	JC	Call w/ FLC re status (.3) review neutral mailer and stipulation and make further redline changes (.8) email opc (.4)	1.50	1,125.00
04/05/2022	JC	Follow up on neutral and stip for sac (.4)	0.40	300.00
04/06/2022	JC	Revise neutral ltr and email opc w/ revised ltr and ask that she sign stip (.5); Finalize stip/neutral/email corresp w/ Opc re final (.3)	0.80	600.00
04/11/2022	JC	Ntc of entry of order (.8)	0.80	600.00
04/13/2022	JC	Review initial disclosures (.4) email opc re follow up for the supplemental discovery and paga data (.4); Review documents served with disclosure (1.) Prep email re amending the complaint to add bonus issue/overtime (.4) prep intake questionnaire for paga callers (1.5)	3.70	2,775.00
04/14/2022	JC	Prep 3 depo ntcs per the initial disclosures and letter to opc re time to take these depositions (1.5)	1.50	1,125.00
04/19/2022	JC	Meet and confer call w/ OPC re discovery and mtg to amend (.4) LR issues re relation back (.8)	1.20	900.00
04/21/2022	JC	Call with manny about [REDACTED] (.8)	0.80	600.00
04/22/2022	JC	Email corresp w/ OPC re extension of deadline to compel (.4)	0.40	300.00
04/26/2022	JC	Email JT the data for an exposure analysis (.4)	0.40	300.00
04/29/2022	JC	Various emails re discovery and follow up on neutral mailer (1.)	1.00	750.00
05/04/2022	JC	Email opc re time for depos (.4) review all three objections (.4)	0.80	600.00
05/12/2022	JC	Prep joint status conference statement (.8); Email corresp w/ Opc re joint statement (.4)	1.20	900.00
05/19/2022	JC	Video appearance for cmc memo to file (1.)	1.00	750.00
05/26/2022	JC	Amended notices for three depos and email corresp w/ opc/flc (1.); Email corresp w/ OPC re depos (.40) prep amended ntcs for all three individual depos (.8)	2.20	1,650.00
05/29/2022	JC	Email to JT to talk exposure figures (.4)	0.40	300.00
06/02/2022	JC	Call w/ JT (.8)	0.80	680.00
06/07/2022	JC	Email corresp w/ manny and opc (1.)	1.00	850.00
06/08/2022	JC	Various emails on castro re arb disc (1.)	1.00	850.00
06/13/2022	JC	Email corresp w/ cpt (.4) email w/ Manny and team re calls and mailing (.4)	0.80	680.00
06/16/2022	JC	Post belaire west mailer ltr (.8) email opc re telephone numbers and coordinate email w/ FLC for callers (.4)	1.20	1,020.00
07/01/2022	JC	Mail investigation letters to 346 individuals (2.5)	2.50	2,125.00
07/21/2022	JC	Call w/ MS re depo prep and outline for depo (.4)	0.40	340.00
09/05/2022	JC	Follow up email to JT re data (.4) prep updated CMC statement and email FLC (.5); Email opc w/ joint statement (.4)	1.30	975.00
09/09/2022	JC	Review opc changes to joint statemetn (.4) add language re wesson etc (.4) two emails to opc w/ position and follow up (.4)	1.20	900.00

09/14/2022	JC	Email corresp w/ client [REDACTED] and review records for bonus issues (.8) review Arb demand and make changes (.4)	1.20	900.00
09/15/2022	JC	Review testimony on bonuses, review file for bonus policy and prep PAGA PMQ depo ntc re RR issues (.2.5)	2.50	2,125.00
09/19/2022	JC	PAGA disc: sprogs, RFA and frogs, revise PMQ depontc (2.5); Review Depo ntc for client (.4)	2.90	2,175.00
09/20/2022	JC	Appear at status conference (1.) prep notice (.5) email finalized PAGA discovery (.4)	1.90	1,425.00
09/21/2022	JC	Obj to doc requests in depo ntc. (1.5)	1.50	1,125.00
09/28/2022	JC	(macias) review AAA ltr re arb (.4)	0.40	300.00
10/21/2022	JC	Email corresp w/ OPC re extension (.3) review emails re depo and email / call re additional discovery provide redline changes (1.)	1.30	975.00
11/09/2022	JC	Draft of trial plan (8.5)	8.50	6,375.00
12/08/2022	JC	Email re disc and review of On Call Policy (1.)	1.00	750.00
01/04/2023	JC	Review amended answer and email from opc (.8)	0.80	600.00
01/19/2023	JC	Various emails re settlement (.8)	0.80	600.00
01/31/2023	JC	Review SA and make redline changes (1.)	1.00	750.00
02/13/2023	JC	Draft of stip re lifting stay 1.)	1.00	750.00
02/21/2023	JC	Stip to lift stay and email co-counsel (.8); Review opc redline changes (.4) email final stip (.40)	1.60	1,200.00
04/18/2023	JC	Updated cmc statement (.8)	0.80	640.00
05/10/2023	JC	Prep sc statement and email opc (.5)	0.50	400.00
05/16/2023	JC	Attend TSC via courtconnect (.5)	0.50	400.00
08/21/2023	JC	Castro: Review Jung depo and prep depo summary (2.) start depo prep for PMQ (2.)	4.00	3,200.00
08/25/2023	JC	Castro PAGA Depo PMQ prep and take (5.) [REDACTED] Disc: Prep Sprog and RFA next in order (2.); [REDACTED] ARB prep memo and plan (1.) Castro Trial Prep memo and plan (1.)	9.00	7,200.00
09/05/2023	JC	Telephone call to Melissa Daniel - spoke regarding trial expert retention (.5);	0.50	425.00
01/11/2024	JC	Email opc re follow up on the stip to continue trial (.4)	0.40	340.00
01/13/2024	JC	Jennings and Pierre [REDACTED] (.8)	0.80	680.00
01/24/2024	JC	Email corresp w/ OPC re mediation data and [REDACTED] claims (.8)	0.80	680.00
02/04/2024	JC	Review email from expert and seek responses from Defendant (.8)	0.80	680.00
04/16/2024	JC	Email corresp w/ OPC re mediation and data questions from MD (.4) email from MD w/ data questions (.4)	0.80	680.00
05/01/2024	JC	Various emails re data (.8) draft of Mediation brief (7.)	7.80	6,630.00
05/03/2024	JC	Additional emails re data to / from expert and Defense (1.)	1.00	850.00
05/06/2024	JC	Finalize brief and email mediator (.8)	0.80	680.00
05/09/2024	JC	Attend mediation(9.5); Indy MOUs (1.5)	11.00	9,350.00
05/17/2024	JC	Review Sprogs and RFPD and Frogs next in order (2.5)	2.50	2,125.00
06/07/2024	JC	Discussion w/ Saxe re PAGA settlement offer (.4)	0.30	255.00
06/11/2024	JC	Email corresp w/ mediator and call w/ FLC (.4) prep long form PAGA agreement (2.5) draft indy agreements for Pierre and Jennings (2.)	4.90	4,165.00
06/19/2024	JC	Tax letters to clients Jennings/Pierre (.8)	0.80	680.00
06/20/2024	JC	Revise indy settlement agreements and PAGA per convo w/ opc (.8)	0.80	680.00
06/25/2024	JC	Prep Approval motion, proposed order, decl jc (7.5)	7.50	6,375.00
06/27/2024	JC	Following up re settlement agreements (.4)	0.40	340.00
07/10/2024	JC	Review redlines and approve (.8)	0.80	680.00
07/11/2024	JC	Review further redlines and final agreements for docusign (.8)	0.80	680.00
07/12/2024	JC	Review further changes to the long form agreement (.8)	0.80	680.00

07/12/2024	JC	Continued work on approval motion and decl jc (2.5) revise proposed order to conform to updated agreement (.4) email opc Pierre's agreement and proo (.4)	3.10	2,635.00
07/24/2024	JC	Email opc signature on Castro (/4)	0.40	340.00
07/29/2024	JC	Email corresp w/ OPC re settlement agreements (.8)	0.80	680.00
07/30/2024	JC	Telephone call to Daniel H. Qualls - spoke regarding settlement approval (.3)	0.30	255.00
08/13/2024	JC	Review emails and continued work on decl and stipulation for court approval (1.5); Call w/ Manny re stipulation and issues re resolution per Turrieta re approval w/out a mtz (.3)	1.80	1,530.00
Total Fees			170.30	\$134,565.00

Time Summary

<u>Initials</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
JA	800.00	0.20	160.00
JC	790.15	170.10	134,405.00



**Settlement Administration Estimate
Casto v Clay Lacy Aviation PAGA
May 13, 2024**

**Prepared by:
Eric Bishop
Senior Vice President
612-359-2988
ebishop@rustconsulting.com**

EXPERIENCE

With experience on approximately 3,800 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size 460

Project Cost

Mailed Notice & Fund Distribution	\$	2,382
Telephone Support	\$	1,233
Website	\$	-
Processing and Administration	\$	55
Project Management	\$	3,080
Other Out-of-pocket Expenses	\$	200
Total Project Cost	\$	<u>6,950</u>

Key Assumptions

**Spanish Translation Not Included
Notice & Checks Sent Together
Telephone Support Included
Post Docs on Rust Static Website
Payments Not Reportable**

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
Casto v Clay Lacy Aviation PAGA
May 13, 2024

Prepared by:
Eric Bishop
Senior Vice President
612-359-2988
ebishop@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size	460	
Initial Mailed Notice:		
Mailed Notice	460	100.0%
Forwarded Notices	12	2.5%
Undeliverable Notices	46	10.0%
Re-Mailed Notices after Trace	37	80.0%
Telephone Support:		
Number of Telephone Contacts	55	12.0%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Correspondence Received	1	0.3%
Payments	460	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is tab delimited text file with field headers, but without text qualifiers. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing.

Telephone Support included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
Casto v Clay Lacy Aviation PAGA
May 13, 2024

Prepared by:
Eric Bishop
 Senior Vice President
 612-359-2988
 ebishop@rustconsulting.com

Administrative Task	Estimated Quantity	Per Unit	Task Amount	Total
Database Development				
Receive and Process Database	1.5 Hours @	\$ 175	\$ 263	\$ 263
<i>Additional Efforts to Finalize Settlement Data</i>				<i>As Incurred</i>
Initial Mailed Notice				
CASS / NCOA / LACS Processing			\$ 150	
Spanish Translation			NA	
Print and Mail Notice & Check Package	460 Packages @	\$ 1.25	\$ 575	
Postage - 1 Ounce First Class	460 Packages @	\$ 0.69	\$ 317	
Check Processing	460 Payments @	\$ 0.20	\$ 92	
Monthly Bank Account Fee	6 Months @	\$ 50	\$ 300	\$ 1,434
Follow-up to Initial Notice				
Receive Undeliverable Notices and Update Database			\$ 75	
Address Trace	46 Traces @	\$ 1.75	\$ 81	
Remail Notice & Check Package	48 Notices @	\$ 2.00	\$ 97	
Remail Postage - 1 Ounce First Class	48 Notices @	\$ 0.69	\$ 33	\$ 285
Telephone Support				
Telephone Support	6 Months @	\$ 200	\$ 1,200	
800# Charges	276 Minutes @	\$ 0.12	\$ 33	\$ 1,233
Website				
Post Docs on a Page within Rust's Static Website	1 Hours @	\$ 125	Waived	
Monthly Hosting	6 Months @	\$ -	Waived	\$ -
Processing and Administration				
Receipt, Process, and Validate Correspondence	1 Hours @	\$ 55	\$ 55	
Setup and Monitor Email Account			NA	\$ 55
<i>Additional Administrative Services Requested by Client</i>				<i>As Incurred</i>
Tax Reporting				
Annual Fee -Qualified Settlement Fund	1 Year @	\$ 400	\$ 400	\$ 400
Project Management				
Senior Vice President	1 Hours @	\$ 200	Waived	
Project Management	13 Hours @	\$ 180	\$ 2,340	
Technical Consulting	4 Hours @	\$ 185	\$ 740	\$ 3,080
Other Charges and Out-of-pocket Costs				
				\$ 200
Total Settlement Administration Estimate				\$ 6,950



Settlement Administration Estimate
Casto v Clay Lacy Aviation PAGA
May 13, 2024

Prepared by:
Eric Bishop
Senior Vice President
612-359-2988
ebishop@rustconsulting.com

Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability; Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Qualifications Summary

This document outlines Rust Consulting's qualifications to serve as the administrator for class action, mass tort, and regulatory settlements, as well as to perform other similar, complex and time-sensitive matters. It includes summary information categorized as follows:

- Firm Overview
- Practice Area Organization
- Personnel
- Services
- Representative Case Experience
- Data and System Security

FIRM OVERVIEW

Rust Consulting, Inc., a SourceHOV company, is a consulting and administration firm that ranks among the industry leaders in the class action field. Rust provides public and private sector clients a full complement of services required to administer legal settlements and other complex or time-sensitive programs. These services include consulting; project management; data management; notification; contact centers and websites; claims processing; and fund management, distribution, and tax reporting.

Rust grew out of the Rust Consulting Group, which was founded in 1976 by Ron Rust as a litigation support firm that pioneered the use of computer technology in litigation support. In 1988, the Group administered its first class action settlement; in 1995, Rust Consulting, Inc. was established as a separate operating entity to focus on legal settlement administration. Since then, Rust has administered more than 4,500 settlements and projects.

Headquartered in Minneapolis, Rust also has offices in Faribault, Minn., Palm Beach Gardens, Fla., Los Angeles, and San Francisco. Our subsidiary Kinsella Media maintains a Washington, D.C., location.

PRACTICE AREA ORGANIZATION

Rust administers programs spanning diverse subject matter. The firm is organized into practice areas relevant to our clients, with our leadership and certain operations and client services personnel focused on specific practice areas, deepening their subject matter expertise and directly relevant experience. Rust's current practice areas are:

- Class actions
 - Antitrust
 - Consumer
 - Finance

- Insurance & Healthcare
- Labor & Employment
- Property
- Securities
- Data breach responses
- Mass tort settlements
- Recalls
- Government services

PERSONNEL

Our permanent staff of approximately 550 includes professionals with backgrounds and disciplines including project management, information technology, finance, law, and operations. This cross-functional, innovative team includes experts in their respective disciplines, such as CPAs, Ph.D.s, attorneys, and PMPs.

Rust's team includes some of the most experienced practitioners in the industry, with much of that experience Rust-specific. Our executive leadership team averages more than 15 years of Rust experience, while our senior vice presidents average nearly 13 years of Rust experience. Our project management staff of approximately 150 has more than 800 years of combined Rust experience.

SERVICES

The Rust team provides high quality administrative services for matters of any size and scope. Specific approaches may vary depending upon the requirements of each individual matter; however, the below services are typical of our engagements.

Preliminary Consulting

Rust consults with clients prior to settlement to help anticipate otherwise identified issues that may arise in the management of complex data sets, providing notice, processing claims, and distributing funds, leading to delays and additional costs.

Project Management

Our project management personnel prepare plans of notice and administration, create or customize project tracking tools and reports, and oversee the creation of project-specific databases designed to house and capture appropriate information for use in claims administration. Throughout the administration process, project management personnel coordinate all activities between the parties, vendors, and internal Rust departments to ensure work is completed accurately and according to any service level agreements,



internal standards, settlement documents, etc. We provide regular and on-demand reports and statistics to the appropriate parties and raise potential issues requiring their attention, as necessary. Upon completion of each major phase of administration, or as required, we prepare declarations or affidavits attesting to the scope and results of our work.

Data Management

The secure and efficient handling of data underlies all aspects of claims administration; Rust creates and customizes data management processes, databases, applications to meet the unique needs of each settlement or project. Tasks associated with data management throughout administration may include:

- Intaking original client data.
- Normalizing data for cross-platform usability, such as meeting mailing or other outreach requirements.
- Consolidating and deduplicating data from multiple sources.
- Extracting data for standard or customized trace services.
- Extracting data for mailing or other outreach.
- Calculating awards.

Notification

Rust disseminates hundreds of millions of notices annually by mail and email. We also work with our subsidiary Kinsella Media, the leading provider of notice to unidentified audiences and the only firm in the nation with two qualified, court-recognized notice experts, to develop and implement notice plans.

With respect to legal settlements, these notice programs notify class members or other affected individuals of their legal rights and options. With respect to data breach responses, recalls, or remediation, these programs inform affected individuals about the situations and any options those affected individuals may have.

Among our notification-related services are:

- Designing notice programs (through Kinsella Media).
- Drafting plain language materials (through Kinsella Media).
- Designing and proofreading notice materials.
- Locating unidentified individuals and updated addresses.
- Printing and mailing.
- Processing and forwarding undeliverable mail.
- Opining about notice program adequacy (through Kinsella Media).



Contact Centers

Rust supports the programs we administer through an assortment of contact center services including call centers, websites, and email support up to 24/7 and for class members and other affected individuals worldwide.

Our call center services include inbound and outbound calls in our own domestic, in-house call centers. These call centers are located in our two Minnesota locations, typically contain approximately 800 workstations, and are readily expandable to meet the needs of specific programs. In 2013, our call centers supported several large programs by simultaneously staffing well over 1,000 customer service representatives (CSRs).

To provide high levels of service on complex matters to class members and our clients' customers, Rust maintains a staff of approximately 100 permanent call center employees as a core group of managerial, supervisory, and customer service resources. As required, we engage additional call center staff. All CSRs—permanent or temporary—undergo background checks and training on Rust's policies and technology, customer service fundamentals, and project-specific information. Typical engagements include English- and Spanish-speaking CSRs, while we provide support in additional languages, as required. In one case, Rust CSRs took live inbound calls in 10 languages.

In lieu of or in conjunction with live customer service, Rust builds and maintains automated Interactive Voice Response (IVR) systems. These systems provide 24/7 service to toll-free numbers and include menus of prerecorded options such as program overviews, frequently asked questions and answers, and options for requesting forms or filing claims. Rust's IVR systems regularly support English- and Spanish-language speakers and can be programmed to support other languages, as required. In one case, Rust managed IVR support including translations of information pre-recorded by native speakers in 67 languages.

Claims Processing

Rust develops or executes claims processing or adjudication programs as required by the diverse terms of our engagements. We use several proprietary software applications and tested, streamlined processes to provide the most appropriate solutions for each engagement's needs, whether for paper or online claims. Our systems automate the claims administration process:



- Receipt.
- Link to class member database record.
- Data capture.
- Review of supporting documentation.
- Initial adjudication.
- Deficiency processing.
- Final adjudication.
- Rejection letters.
- Reporting / affidavits.

To meet the needs of each engagement, our systems can be configured to give clients or authorized parties secure online access to claimant data and reporting, or to class members to facilitate online claims filing.

Fund Management, Distribution, and Tax Reporting

Rust annually distributes billions of dollars associated with settlements and similar programs.

- Quality assurance - Positive pay
- Various fraud detection / prevention measures

Tax reporting

- Simultaneously manages more than 500 distribution and interest-bearing accounts containing billions of dollars.
- Tax identification numbers (federal and state).
- Qualified Settlement Fund (QSF) determination.
- Claimant award taxability and reporting.
- W-9 review.
- Quarterly 1120-SF tax deposits.
- Annual 1120-SF tax returns (600+ annually).
- IRS & State 1099 & 1042-S reporting and transmission.
- Backup withholding deposits and 945 annual reporting.
- Employment payroll taxes: 941, 940, SUTA, SIT, and local income taxes.



REPRESENTATIVE CASE EXPERIENCE

Having administered more than 4,500 projects, a complete listing of our experience is voluminous. However, the below table demonstrates the scope of our experience and capacity.

Note: All numbers are rounded

Notices	Case
31 million	<i>In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation</i> , No. 2:08-md-01999 (E.D. Wis.).
24 million	<i>Microsoft I-V Cases</i> , J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco County).
15.7 million	<i>Blessing v. Sirius XM Radio</i> , No. 09-cv-10035 (S.D.N.Y.).
13 million	<i>In re Checking Account Overdraft Litigation</i> , No. 1:09-MD-02036 (S.D. Fla.) (Bank of America settlement).
12.5 million	<i>Fogel v. Farmers Group, Inc.</i> , No. BC300142 (Cal. Super. Ct. Los Angeles County).

Distributed	Case
\$3.6 billion	Independent Foreclosure Review
\$1.5 billion	National Mortgage Settlement
\$800 million	<i>Naef v. Masonite Corp.</i> , No. CV 944033 (Ala. Cir. Ct. Mobile County).
\$515 million	<i>In re Countrywide Financial Corp. Securities Litigation</i> , No. CV-07-05295 (C.D. Cal.).
\$432 million	<i>In re Merrill Lynch & Co. Inc. Securities, Derivative and ERISA Litigation</i> , No. 07-cv-9633 (S.D.N.Y.).

Claims	Case
3.4 million	<i>In re Compact Disc Minimum Advertised Price Antitrust Litigation</i> , MDL No. 1361 (D. Me.).
3.2 million	<i>In re American International Group, Inc. Securities Litigation</i> , No. 04-cv-8141 (S.D.N.Y.) (Company, PwC, Starr, and Gen Re settlements).
1.2 million	<i>LiPuma v. American Express Co.</i> , No. 04-cv-20314 (S.D. Fla.).
1.1 million	<i>Fogel v. Farmers Group, Inc.</i> , No. BC300142 (Cal. Super. Ct. Los Angeles County).
1.1 million	<i>In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation</i> , No. 2:08-MD-01999 (E.D. Wisc.).

Calls	Case
2.5 million	Independent Foreclosure Review
1.5 million	<i>Dyson v. Flagstar Corp.</i> , No. DKC93-1503 (D. Md.).
1.3 million	National Mortgage Settlement
1 million	<i>In re Metropolitan Life Insurance Co. Sales Practice Litigation</i> , MDL 1091 (W.D. Penn.).
1 million	<i>Naef v. Masonite Corp.</i> , No. CV 94-4033 (Ala. Cir. Ct. Mobile County).



DATA AND SYSTEM SECURITY

The secure handling of data, systems, and applications is of utmost importance to Rust and its clients. As such, Rust actively mitigates potential threats by adhering to a complex set of best practices, including documented and audited processes and a business continuity plan to ensure uninterrupted, secure service. As part of this “unified compliance posture,” Rust:

- Has received a system Certification & Accreditation under the Federal Information Security Management Act (“FISMA”). The framework for FISMA compliance is driven by the National Institute of Standards and Technology (“NIST”), which provides a unified security framework spanning three major security control classes (technical, operational, and management) and 18 control areas with more than 250 security controls.
- Complies with and adheres to Safe Harbor Principles, which cover notice and choice, disclosures and transfers, data security, data integrity, access to and removal of personal information, and enforcement and dispute resolution.
- Undergoes an annual SSAE16 SOC 1 Type II Report audit of our data and system security controls and protocols.
- Complies with applicable laws, such as the Gramm-Leach-Bliley Act (GLBA), also known as the Financial Modernization Act of 1999, which controls how financial institutions deal with individuals’ private information.
- Has implemented controls to prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use and confidentiality of information, either for its own purposes or on behalf of our clients.
- Has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we process.
- Processes personal information only in ways compatible with the purpose for which it was collected or subsequently authorized to do.



Jerin Wilkinson

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Wednesday, August 14, 2024 3:04 PM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

08/14/2024 01:04:01 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On August 14, 2024, I served the foregoing document described as:

**JOINT MOTION FOR AN ORDER APPROVING PAGA SETTLEMENT;
DECLARATION OF JANELLE CARNEY FILED IN SUPPORT THEREOF**

on INTERESTED PARTIES in this action as stated below:

O'HAGAN MEYER

Daniel H. Qualls

dqualls@ohaganmeyer.com

Cruz Zavala

czavala@ohaganmeyer.com

One Embarcadero Center, Suite 2100

San Francisco, CA 94111

Adam Rose (210880)

adam@frontierlawcenter.com

Manny Starr (319778)

manny@frontierlawcenter.com

FRONTIER LAW CENTER

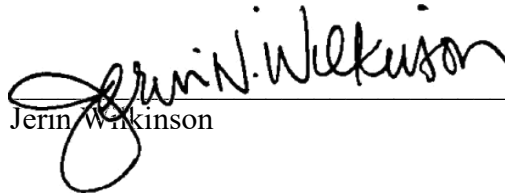
23901 Calabasas Road, #2074

Calabasas, CA 91302

XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com

Executed on August 14, 2024 at Chino Hills, California.

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


Jerin N. Wilkinson