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Attorneys for Plaintiff Victor Erazo,
individually, and on behalf of all other similarly situated employees

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY ORANGE-CIVL COMPLEX CENTER

VICTOR ERAZO, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

UNI-CAPS, LLC a California corporation, and
DOES 1-50, inclusive,

Defendants.

CASE NO.:30-2021-01193402-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Dept. CX-105

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF PLAINTIFF
ERAZO'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 31, 2025
Time: 9:00 a.m.
Place: Department CX-105

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am
2 an attorney for Jackson APC, attorney of record for Plaintiff Victor Erazo (referred to herein as
3 “Plaintiff”). I have personal knowledge of everything stated below and could and would
4 competently testify thereto if sworn.

5 2. I submit this Declaration in support of Plaintiff’s motion for preliminary approval of class
6 action settlement. A true and correct copy of the fully executed operative Stipulation for
7 Class Action Settlement is attached to this declaration as **Exhibit A**.

8 3. During the litigation, I interviewed Victor Erazo (“Mr. Erazo”) and determined he was a
9 suitable plaintiff based upon his experience of being subjected to Defendant’s purported Labor
10 Code violations and his concern to hold the Defendant accountable for any alleged liability for
11 such violations. By initiating this lawsuit against a former employer, Mr. Erazo has subjected
12 himself to reputational risk. Throughout the course of this litigation, Mr. Erazo assisted this
13 office in preparing the complaint. Mr. Erazo also made himself available on an “on call” basis to
14 answer any questions regarding the case and approve any settlement. Mr. Erazo also
15 continuously provided my office with updated information concerning the Defendant’s business
16 operations.
17

18 4. On April 2, 2021, Victor Erazo filed claims alleging violations regarding (1) failure to
19 pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal breaks; (4) failure to
20 provide rest breaks; (5) failure to pay timely wages upon termination; (6) failure to provide and
21 maintain accurate itemized wage statements; (7) failure to pay timely wages; (8) violation of
22 California Business and Professions Code §§17200. On September 2, 2021, Plaintiff amended
23 his Complaint to add a violation of the California Private Attorney General Act.

24 5. During each phase of discovery, Plaintiff’s counsel engaged in detailed case analysis
25 based on the information revealed. Calculations were performed, as well as an analysis of the
26 risks and rewards of continued litigation.
27
28

1 6. On February 24, 2022, Plaintiff served formal discovery on Defendants. The parties
2 continued to engage in discovery and ultimately agreed to exchange informal discovery in
3 preparation for a mediation. After the parties negotiated the scope of informal discovery, the
4 parties agreed to engage a mediator Kim Deck, Esq. Before mediation, it was agreed that
5 Defendant produce a sampling of the payroll records, for the class, handbooks, relevant wage
6 and hour policies and pay data for the class. I reviewed the wage and hour policies and payroll
7 to analyze the purported violations of the Defendant, shift counts, pay periods, number of
8 aggrieved employees and policies and procedures and how they apply to the data. This
9 information allowed Plaintiff to evaluate the claims in preparation for mediation. The parties
10 engaged in a full day mediation on October 3, 2022 and the second mediation on March 23, 2023
11 with Kim Deck, Esq. that ultimately resulted in a settlement through a mediator's proposal.
12 Thereafter, the parties executed a long form settlement agreement. Plaintiff also took into
13 account the uncertainty and risk of the outcome of further litigation, and the difficulty and delays
14 inherent in such litigation. Plaintiff and Counsel also considered the burdens of proof necessary
15 to establish liability of the claims asserted in the case, both generally and in response to
16 Defendant's defenses, and the difficulties in establishing penalties, and other relief sought in the
17 case, particularly where, as here, Plaintiff may face difficulty obtaining the cooperation of PAGA
18 Members who are current employees, given their likely reluctance to aid in the prosecution of a
19 lawsuit against their employer. Based on the foregoing, Plaintiff and PAGA Counsel determined
20 that the Settlement set forth in the Agreement is fair, adequate, and reasonable and is in the best
21 interests of the PAGA Members.
22

23 7. Throughout the litigation, my office performed a thorough investigation into the claims at
24 issue, which included: (1) determining Plaintiff's suitability as a class representative, private
25 attorney general through interviews, background investigations, and analyses of his employment
26 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
27 researching similar class claims and PAGA actions as to the claims brought, the nature of the
28

positions, and the type of employer; (4) analyzing a sample of employees' time and wage records; (5) reviewing Defendant's employment policies and practices; (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

8. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, I can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of the LWDA in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendant. Based upon review of the payroll documents, below is the analysis of the alleged Labor Code violations segmented byway of factual predicates to support Labor Code violations.

9. Based on the information and evidence provided by Defendant in discovery, the analysis of the payroll data, and my own independent investigation, I determined an appropriate range of recovery for settlement purposes by offsetting Defendant's maximum theoretical exposure by: (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing a motion for class certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive motions that Defendant will bring before trial (e.g., motion to strike class and representative allegations, motion to decertify a class action, and/or motions for summary judgment) which may eliminate all or some of Plaintiff's claims, or bar evidence necessary to prove such claims; (v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find Defendant did not willfully refuse to pay discharged or terminated employees (i.e. a good faith failure) under Cal. Lab. Code section 203; (vii) the chances a Court may find Defendant did not willfully and intentionally refuse to comply (i.e, a good faith failure) with the wage statement requirements under Cal. Labor Code section 226(e); (viii) the chances of the Court exercising its discretion to reduce PAGA penalties (*see* Cal. Lab. Code section 2699(e); (ix) the delay in

payment to class members due to years of protracted litigation in certifying a class, obtaining a favorable verdict at trial, upholding that verdict on appeal, and administering class notice and payments to the class at that later stage instead of now; (x) the chances of a favorable verdict being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment (collectively, the “Discount Factors”). Based on the preceding and considering the aggregate value of the claims in light of the Discount Factors, I valued the claims for settlement purposes at \$631,467.87 (50% probability on loss on the merits of a \$1,262,935.75 reasonable exposure analysis). The total settlement amount of \$275,000 is fair and reasonable and in the best interest of the class as the amount is 43% of the total realistic exposure of \$631,467.87.

10. The evaluation determined there to be approximately 8.498 workweeks. Based upon the evaluation, the following is a table of potential damages:

Claim	Highest Theoretical Damage Exposure	Reasonable Range of Damages and Penalties	
Off-the-clock work	\$295,730 (damages and interest) and \$1,687,500 (civil penalties) for a total of \$1,983,230	\$0	\$73,932.50 (damages) and \$421,875 (civil penalties) for a total of \$495,807.50 (75% discount)
Failure to Provide Meal Breaks	\$190,400 (damages and interest) and \$72,900 (civil penalties) for a total of \$263,300	\$0	\$95,200 (damages) and \$36,450 (civil

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			penalties) for a total of \$131,650 (75% discount)
			\$47,600 (damages) and \$18,225 (civil penalties) for a total of \$65,825 (75% discount)
Failure to Provide Rest Breaks	\$190,400 (damages and interest) and \$72,900 (civil penalties) for a total of \$263,300	\$0	
Waiting Time Penalties	\$351,000 (damages and interest) and \$6,500 (civil penalties) for a total of \$357,500	\$0	\$87,750 (damages) and \$1,625 (civil penalties) for a total of \$89,375 (75% discount)
Failure to Provide Accurate Wage Statements	\$598,750 (penalties)	\$0	\$299,375 (50% discount)

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Failure to Pay Employees' Wages on Time	\$121,532.50 (damages) and \$1,687,500 in PAGA penalties		\$180,903.25 (90% discount)
Total Damages and Civil Penalties (excluding attorneys' fees):	\$3,466,080	\$0	\$1,262,935.75 (Risk Analysis Discount Assessment)

Meal and Rest Periods

11. Plaintiff alleges that Defendant understaffed shifts and scheduled meal periods such that employees did not take their meal periods within the first five hours of a shift, were less than thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff alleges employees were not authorized to take rest periods due to understaffing.

12. Although Defendant's time records may create a rebuttable presumption that it did not provide meal periods on those occasions, in compliance with California law, *see, e.g., Donahue v. AMN Services, LLC* (2021) 11 Cal.5th 58, the claims are likely overwhelmed by individual inquiries, and substantial other evidence either rebuts the presumption or minimizes the potential value of the claims.

13. The analysis of the time and payroll data for workers revealed approximately 425 violations for meal and rest breaks. Furthermore, since employees are not required in California to record their rest periods times, it would be difficult to show rest break violations throughout the class period.

14. Furthermore, in opposition to any motion for class certification, it is anticipated that Defendant will present declarations from dozens of employees attesting to Defendant's lawful meal and rest period policies and practices, and how employees personally chose to skip, delay or shorten breaks on their own without any influence from Defendant.

1 15. Therefore, based on the foregoing and the “Discounted Factors” described above, these
2 claims should be discounted. After taking into account the foregoing considerations and the
3 Discount Factors, I have assessed the combined value of the meal and rest period claims,
4 inclusive of civil penalties, at between \$0 and \$197,475 (\$131,650 (meal) and \$65,825 (rest)
5 reasonable range of liability * 50% probability of prevailing on claims) equating to \$98,737.50
6 including \$65,825.00 (meal) and \$32,912.50 (rest)

7
8 **Minimum Wage and Overtime Claim**

9 16. After requesting Plaintiff’s personnel record, the policy revealed that Plaintiff was
10 subjected to a policy that required pre-shift and post-shift activities. Based upon our analysis,
11 there were a total of approximately 8,498 unpaid hours. The minimum wage average rate applied
12 was \$14.00 and the overtime average rate applied was \$21.00 resulting in an amount of
13 \$295,730.40 with interest and \$1,687,500 in PAGA penalties equating to a total amount of
14 \$1,983,230.40.

15 17. In this case, damages may be difficult to prove-up given the lack of documentation to
16 show off-the-clock work despite any written policy for purposes of commonality and superiority
17 (i.e. a manageable trial plan), as well as to demonstrate at trial for purposes of finding class-wide
18 liability and damages. As with the preceding claims, we discounted the value of the minimum
19 and overtime wage claims to account for the risks of continued litigation and Defendant’s
20 affirmative defenses.

21 18. For example, Defendant will simply argue that Plaintiff will not be able to present any
22 evidence that the policy was actually implemented for all class members to work off-the-clock.

23 19. However, based on certain Discount Factors (i.e. lack of common evidence such as time
24 records or confirmation of hours worked/trained), the lack of documentary evidence, and
25 Defendant’s ability to garner numerous declarations in support of its defense to this claim creates
26 uncertainty. I estimate that a more realistic high end of exposure discounts the top end at 75% of
27 the highest theoretical amount, leaving a more realistic range of recovery at \$495,807.50. In
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1 addition to the liability discounts, a further discount of 50% to account for risk of loss of the
2 entire claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately
3 providing to a realistic range of recovery for meal break claim and rest break claim combined in
4 the amount of \$247,903.75.

5 **Wage Statement Claim**

6 20. Plaintiff alleges that Defendant failed to provide Plaintiff with timely and accurate wage
7 statements as a result of failing to record all hours worked for off-the-clock work. Plaintiff also
8 alleges as a derivative claim of the foregoing allegations for failure to provide wages, breaks and
9 pay for all hours worked. Plaintiff also alleges Labor Code section 226 damages. Plaintiff
10 alleges that Defendant failed to provide Plaintiff with timely and accurate wage statements as a
11 derivative claim of the foregoing allegations for failure to provide wages, breaks and pay for all
12 hours worked.

13 21. Defendant provided wage statements with the itemized information, as required under
14 Cal. Lab. Code section 226, to its workers, including Plaintiff, on a semi-monthly basis. To the
15 extent this claim is derivative of the claims set forth above - that Plaintiff's wage statements were
16 not accurate because Plaintiff was not paid an additional hour of pay when he was not provided
17 meal and rest periods, not paid for all hours worked, and not properly compensated for all
18 overtime premium pay - the claim bears the same risk for failure as the factual reasons discussed
19 above.

20 22. Moreover, Labor Code section 204(b) permits employers to advance wages or pay for
21 excess hours worked in one pay period onto the next pay period.

22 23. Furthermore, to award statutory penalties under section 226(e), Defendant will argue that
23 Plaintiff would have had to show that Defendant knowingly and intentionally issued wage
24 statements with unlawful deficiencies which justifies a discount for this claim. [See Labor Code
25 § 226; *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142–43 (2011); *see also Elliot v.*
26 *Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1180–81 (2008).]
27
28

24. Assuming all wages statements dating back one year prior to the filing of the complaint are inaccurate, then the Defendant is liable for no more than approximately \$598,750 related to wage statement violations. Therefore, in light of these considerations and the Discount Factors, Plaintiff assessed the settlement value of the wage statement claim at \$299,375. Additionally, a further discount of 50% was applied to account for risk of loss of the entire claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a realistic range of recovery for meal break claim and rest break claim combined in the amount of \$149,687.50.

Waiting Time Penalties

25. This claim is based on Plaintiff's allegations that an extra hour of pay was not provided when meal or rest breaks were not provided, and that workers were not paid all overtime and/or premium wages. There were approximately 65 formerly employed workers allegedly to be owed some unpaid wages, then the highest theoretical amount for potential waiting time penalties is calculated as follows: approximately 65 former employees with an average penalty per employee in the amount of \$5,400 equating to \$357,500 in penalties. However, for the reasons discussed above, it will be difficult for Plaintiff to present substantial common evidence that he and the putative class members were not paid all wages due at the time of termination as to all formerly employed workers given that all formerly employees were subjected to a Labor Code violation, in particular to off-the-clock work. Given the uncertainty of proving off-the-clock violations and the risk of losing the entire claim, Plaintiff assessed the settlement value of the waiting time penalty claim at \$89,375 with a 75% discount. Additionally, a further discount of 50% was applied to account for risk of loss of the entire claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a realistic range of recovery for penalties in the amount of \$44,687.50.

1 **Failure to Pay Employees Wages on Time**

2 26. This claim is based on Plaintiff's allegations that Plaintiff and class members were not
3 paid timely due to off-the-clock work claims, rest breaks and meal break claims. This claim
4 provides for a penalty under Cal. Lab. Code section 210 plus 25% of the amount withheld for
5 subsequent and intentional violations. For the initial violation there is a \$100 penalty and for
6 subsequent and intentional violations, the employer is subject to a penalty of \$200 plus 25% of
7 the amount withheld through nonpayment. The maximum for this claim is \$1,687,500 in PAGA
8 penalties and \$121,532.50 as the unpaid wage portion totaling \$1,809,032.50. Consistent with
9 the analysis in addition to the duplicative penalties for unpaid wages pursuant to Labor Code
10 section 1194, 510, and 512, a 90% reduction should be applied to this claim equating to
11 \$180,903.25 along with a 50% discount for probability of loss equating to a total value of
12 \$90,451.63 that should be added to the total claim value of \$541,016.25 equating to \$631,467.87.
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15 **Private Attorney General Act Claims Evaluation**

16 **Total PAGA Exposure:**

17 26. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
18 penalties "based on the facts and circumstances of a particular case" when "to do otherwise
19 would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code
20 § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the
21 employees suffered actual injury from the violations, whether the defendant was aware of the
22 violations, and the employer's willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30
23 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see*
24 *also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*,
25 No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For
26 example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties
27 in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or**
28 **0.21% of the maximum**—and stated that this reduction was warranted because imposing the

1 maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith
2 attempts” to comply with meal period obligations and because the court found the violations
3 were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower
4 court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the
5 court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum
6 penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v. Bayshore*
7 *Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under
8 specified PAGA claim where the employer produced evidence that it took its obligations
9 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App.
10 May 12, 2011) (reversing trial court decision denying any civil penalties where violations had
11 been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny,
12 civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL
13 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California
14 Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor
15 Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013
16 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations
17 from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

18 27. Here, the total realistic PAGA penalties are estimated at \$239,087.50 in civil penalties
19 that are already included in the \$541,016.25 exposure analysis. Considering the issues, class
20 claims, defenses, and the risks of reduction, a \$35,000 settlement for a release of PAGA
21 penalties while Defendants paying more than \$275,000 in total value—is a fair and just result
22 and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.” Moreover, in
23 class action settlements, courts have approved settlements where no allocation was made to
24 PAGA claims. (*see, e.g. Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial
25 court did not abuse its discretion in approving a settlement which does not allocate any damages
26 to the PAGA claims.”)).

27 **Unlawful Business Practices Claims**

1 28. Plaintiff alleged himself, aggrieved employees and class members were subjected to
2 unlawful business practices for the alleged labor code violations of Defendant. (See Cal. Bus.
3 and Prof. Code section 17200.) This claim is derivative and the purpose of this claim was to
4 extend any statute of limitations claims for the wage and hour claims and the value of this claim
5 is incorporated into the value of the wage and hour claims.

6 29. On March 23, 2023, the Parties participated in the second full-day mediation with Kim
7 Deck, Esq. whom is a premier wage and hour class action mediator. After several rounds of
8 negotiations, the parties were not able to resolve this case at that time. The Parties conducted a
9 second day of mediation with Ms. Deck and ultimately was able to resolve the matter through a
10 mediator's proposal. As a result of the negotiations, the Parties configured a memorandum of
11 understanding that was ultimately accepted by all parties. Plaintiff made himself available for
12 the entire duration of the mediation providing necessary information in order to engage in
13 effective negotiations.

14 30. I have been a California licensed attorney since November 2011. I began my career in
15 law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
16 Resolution Corporation ("PLDRC") handling employment related litigation matters. While
17 clerking for PLDRC I analyzed and organized discovery documents and researched employment
18 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
19 worked as an associate attorney at Pedersen McQueen between March 2013 through January
20 2017 almost exclusively engaging in employment matters representing employees. I have
21 litigated several wage and hour case to trial and currently litigating or have litigated cases valued
22 in the six and seven figure dollar range, including representative actions. I had primary
23 responsibility for approximately 20 litigation matters on average throughout my employment at
24 PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and
25 sometimes federal court. As an associate, my responsibilities included carrying primary case
26 responsibility which includes tasks like taking depositions, conducting damages analysis,
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1 analyzing discovery documents, conducting client intake, developing discovery and litigation
2 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial
3 preparation and trial work, as well as other responsibilities that commonly coincide with
4 managing cases from start to finish. I have been a member of local bar associations, including
5 the Orange County Bar Association, as well as the State Bar of California and American Bar
6 Association and served in a number of leadership roles at all levels. Most notably, I served as a
7 Committee Member of the Orange County Bar Association Young Lawyers' Education
8 Committee and Social Committee.

9
10 31. In January 2017, I officially started my own practice, Jackson APC. Throughout my
11 career, I have currently litigated approximately 100 Private Attorney General Act cases and/or
12 class action cases to resolution by way of settlement or trial. Over the course of my career, I have
13 litigated above 150 employment cases, including wage and hour representative actions to
14 resolution by way of settlement, default or trial. Based upon my experience, I believe the benefit
15 conferred by the proposed Settlement is eminently fair and reasonable, and is in the best interests
16 of the Class Members because (1) of the monetary benefits to the Class Members and (2)
17 avoiding the risk, delay, and uncertainty of continued litigation.

18 32. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorney
19 General Act notice sent to Defendant on March 5, 2021.

20 33. On February 12, 2024, my office submitted a true and correct copy of the operative fully
21 executed Stipulation for Class Action Settlement for this matter to the California Labor and
22 Workforce Development Agency and the moving papers filed concurrently herewith and stated
23 in our proof of service.

24 34. To date, the California Labor and Workforce Development Agency has not responded.

25 35. Jackson APC advanced 100% of all costs for this matter.

26 36. Below is a list of prior wage and hour representative actions on which I have served as
27 lead or co-counsel.
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1. *Kim v. FNS, InL.*, Los Angeles Superior Court, Case No. BC 578015
2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
Case No. 37-2017-00003415-CU-OE-CTL
3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
WT-CLT
4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court,
Case No. 30-2017-00899277-CU-OE-CXC
5. *Sanchez, et al v. Pueblo Restaurant, InL. dba Casa Torres*, Los Angeles Superior
Court, Case No. BC697241
6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
Case No. CIVDS1610431
7. *Mendoza v. McNeal, Duckworth and McNeal, InL.*, Orange County Superior Court,
Case No. 30-2017-00899290-CU-OE-CXC
8. *Ortiz v. Bayside Insurance Associates, InL. et al*, Orange County Superior Court, Case
No. 30-2016-00895669-CU-OE-CXC
9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
BC609306
10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
Superior Court, Case No. BC691018
11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
Case No. BC715217
12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.
30-2016-00854699-CU-OE-CXC
13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
Case No. 30-2018-00989673-CU-OE-CXC

- 1 14. *Mr. Erazo v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case
2 No. 30-2016-00840385-CU-OE-CJC
- 3 15. *Radilla v. States Logistics Services, InI.*, Orange County Superior Court,
4 Case No. 30-2018-00978231-CU-WT-CJC
- 5 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
6 Case No. 30-2017-00900653-CU-OE-CJC
- 7 17. *January v. Discovery Management InI. et al*, Los Angeles Superior Court,
8 Case No. BC635918
- 9 18. *Angel Hernandez v. Merchants Landscape Services, InI. et al.*, Los Angeles Superior
10 Court, Case No. BC674131
- 11 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
12 Case No. 30-2016-00840321-CU-OE-CJC
- 13 20. *Munoz v. Batten Down, InI. et al*, Los Angeles County Superior Court, Case No.
14 BC617880
- 15 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
16 No. 30-2016-00840386-CU-OE-CJC
- 17 22. *Darmawati v. Westview Services InI.*, Orange County Superior Court, Case No. 30-
18 2015-00795449-CU-OE-CJC
- 19 23. *Escobar v. Westcoast Textiles, InI. et al*, Orange County Superior Court,
20 Case No. 30-2018-00979111-CU-OE-CXC
- 21 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
22 No. 30-2017-00900648-CU-OE-CXC
- 23 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
24 No. 8:19-cv-00564
- 25 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
26 Court, Case No. 30-2017-00926015-CU-OE-CXC
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- 1 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
2 Case No. 30-2016-00877489-CU-OE-CXC
- 3 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
4 Case No. 30-2018-00978815-CU-OE-CXC
- 5 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
6 BC653817
- 7 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
8 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 9 31. *Santisteban v. Rod Fraser Enterprises, Inl. et al*, Orange County Superior Court,
10 Case No. 30-2017-00904202-CU-OE-CXC
- 11 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
12 Case No. 30-2018-00966582-CU-WT-CXC
- 13 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 14 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
15 Case No. BC710735
- 16 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
17 Case No. 30-2015-00795457-CU-OE-CJC
- 18 36. *Juarez v. Arakelian Enterprises, Inl., et al*, Los Angeles Superior Court,
19 Case No. BC710736
- 20 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
21 Case No. 30-2018-00981299-CU-OE-CXC
- 22 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
23 Case No. BC722778
- 24 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
25 No. 30-2018-00982745-CU-OE-CXC
- 26 40. *Magana v. Zara USA, Inl., et al*, Orange County Superior Court,
27
28

Case No. 8:18-cv-02249-AG (ADSx)

41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,

Case No. 30-2018-00971152-CU-WT-CJC

42. *Diaz v. Macy's West Stores, InI. dba Macy's*, Central District of California,

Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-

OE-CJC

44. *Goldman v. Encore Energy, InI.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,

Case No. BC646999

37. On January 8, 2025, I gave notice to the Labor and Workforce Development Agency of the proposed settlement. A true and correct copy of the proof of service is attached hereto as **Exhibit B**.

38. On January 8, 2025, I extrapolated the cost and time sheet entries for this matter maintained through my firm's Legal Practice Management Software. My firm advanced all itemized cost contained in the attached record and attached hereto as **Exhibit C** is a true and correct copy of the record maintained on my practice management software for cost incurred. Attached hereto as **Exhibit D** is a true and correct copy of the record maintained on my practice management software for time entries regarding this case

39. My hourly rate is \$725. The other attorneys and staff whom worked on this matter are comprised of Andrea Fernandez- Jackson whom is a 10-year California licensed attorney with a billable rate of \$515 per hour which should be considered reasonable. Another attorney at my office Anthony Filer Jr. also worked on this matter whom is a 1-year California licensed attorney with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over five years of legal experience with a billable rate of \$145 which should be considered reasonable. Attached hereto as **Exhibit E** is a true and correct copy of the

1 Laffey Fee Matrix.

2
3 I declare under the penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed on this 8th day of January 2025 in Irvine, California.
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6 /s/ Armond M. Jackson
7 Armond M. Jackson, Declarant
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EXHIBIT A

Armond M. Jackson, SBN 281547
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Attorneys for Plaintiff Victor Erazo

[Additional counsel listed on following page]

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

VICTOR ERAZO, as an individual and on behalf
of others similarly situated,

Plaintiff,
vs.

UNI-CAPS, LLC, a Texas Corporation, and
DOES 1-50, inclusive,

Defendant.

Case No: 30-2021-01193402-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Department CX-105

**AMENDED JOINT STIPULATION OF
SETTLEMENT**

Case filed: April 2, 2021
Trial date: TBD

1 Robert T. Lemen (Bar No. 94111)
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3 Ashley Chinn (Bar No. 321067)
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5 **MURTAUGH TREGLIA STERN & DEILY LLP**
6 2603 Main Street, Penthouse
7 Irvine, California 92614-6232
8 (949) 794-4000 FAX (949) 794-4099
9
10 Attorneys for Defendant Uni-Caps, LLC
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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Amended Joint
5 Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Victor Erazo (referred to herein as
7 “Plaintiff”) and the Class Members, on the one hand, and Defendant Uni-Caps, LLC (“Defendant”),
8 on the other hand. Plaintiff and Defendant collectively are referred to in this Agreement as “the
9 Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Two Hundred Seventy-Five
12 Thousand Dollars and Zero Cents (\$275,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein.

15 **ARTICLE I**

16 **DEFINITIONS**

17 Unless otherwise defined herein, the following terms used in this Agreement shall have the
18 meanings ascribed to them as set forth below:

19 a. “Actions” means the actions described as follows: *Victor Erazo individually and on*
20 *behalf of all others similarly situated v. Uni-Caps, LLC*, a California corporation, and DOES 1
21 through 50, inclusive, Case No. 30-2021-01193402-CU-OE-CXC commenced on April 2, 2021 in
22 the Superior Court of the State of California, County of Orange.

23 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
24 Exhibit(s).

25 c. “Class” means all current and former non-exempt employees who are or were
26 employed by Defendant in California at any time during the Class Period.

27 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

28 JACKSON APC

Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

e. “Class List” means a list based on Defendant’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means April 1, 2020 to March 23, 2023.

h. “Court” means the Orange County Superior Court.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Uni-Caps, LLC

k. “Defense Counsel” means counsel for Defendant:

MURTAUGH TREGLIA STERN & DEILY LLP
Robert T. Lemen
Ashley Chin
2603 Main Street Penthouse
Irvine, CA 92614
Phone: (949) 794-4000
Fax: (612) 794-4099

l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

1 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
2 formal court order signed by the Court following the Final Fairness and Approval Hearing in
3 accordance with the terms herein, approving this Agreement.

4 n. "Gross Settlement Amount" means Two Hundred Seventy-Five Thousand Dollars
5 and Zero Cents (\$275,000.00) to be paid by Defendant as provided by this Agreement to settle these
6 Actions. All payments to the Class, administration costs, attorney's fees and costs, and Enhancement
7 Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. IThe
8 employer's share of payroll taxes arising from the payments made under this settlement shall be paid
9 by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement
10 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
11 Settlement Amount shall revert to Defendant.

12 o. "Incentive Awards" means a monetary amount of up to Five Thousand Dollars and
13 Zero Cents (\$5,000.00) for Plaintiff Victor Erazo subject to Court approval, in recognition of his
14 effort and work in prosecuting the Action on behalf of Class Members, and for his general release of
15 claims.

16 p. "Individual Settlement Payment(s)" means each Participating Class Member's
17 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
18 by the calculations provided in this Agreement.

19 q. "LWDA" means The State of California Labor and Workforce Development Agency.

20 r. "LWDA Payment" means 75% of the Thirty-Five Thousand Dollars and Zero Cents
21 (\$35,000.00) allocated to the settlement of PAGA claims which, subject to Court approval, will be
22 paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

23 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,
24 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
25 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
26 to enter a Final Order in this Action.

1 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to grant preliminary approval of the
3 Settlement as required by Rule 3.769 of the California Rules of Court.

4 u. "Named Plaintiff" means Victor Erazo.

5 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
6 administration costs, Class Counsels' attorney's fees and costs, Enhancement Awards, and LWDA
7 Payment, pursuant to Section 3.06(a)-(f) below.

8 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
9 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
10 to Section 3.04(b) below.

11 x. "Notice Packet" means collectively and in a form substantially similar to, the Notice
12 of Class Action Settlement attached hereto as **Exhibit A** and the Dispute Form attached hereto as
13 **Exhibit B**, all subject to Court approval.

14 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
15 codified in California Labor Code §§ 2698 *et seq.*

16 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
17 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
18 agreed that the PAGA Settlement Amount is Thirty-Five Thousand Dollars and Zero Cents
19 (\$35,000.00), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered
20 the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and
21 distributed to PAGA Group Members.

22 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
23 time between April 1, 2020 through March 23, 2023 ("PAGA Period").

24 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class
27 Member will be paid his/her Individual Settlement Payment.

1 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
2 Settlement embodied in this Agreement.

3 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
5 Administrator for the benefit of Participating Class Members.

6 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked
7 for Defendant as non-exempt employees during the Class Period.

8 ff. "Released Parties" means Defendant.

9 gg. "Response Deadline" means the deadline by which Class Members must postmark or
10 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
11 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
12 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
13 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
14 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
15 mailing.

16 hh. "Settlement Administration Costs" means all costs incurred by the Settlement
17 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
18 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
19 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
20 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Enhancement
21 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
22 Settlement Amount.

23 ii. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
24 will be responsible for the administration of the Individual Settlement Payments to be made by
25 Defendant from the Gross Settlement Amount and related matters under this Agreement.

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ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not

1 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
2 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
3 resolution, the Parties agree to seek the assistance of mediator Kim Deck to resolve the dispute.

4 **ARTICLE III**

5 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

6 The procedure for obtaining Court approval of and implementing this Agreement shall be as
7 follows:

8 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

9 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
10 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
11 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
12 Approval Date."

13 **Section 3.02: The Settlement Administrator**

14 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
15 Settlement Administrator, including but not limited to distributing and responding to inquiries about
16 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
17 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
18 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
19 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to
20 Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
21 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

22 All costs of administering the Settlement, including but not limited to all costs and fees
23 associated with preparing, issuing and mailing any and all notices to Class Members and/or
24 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
25 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
26 returns and any other filings required by any governmental taxing authority or agency, all costs and
27 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
28 course of administering disbursements from the Net Settlement Amount, and any other costs and fees

1 incurred and/or charged by the Settlement Administrator in connection with the execution of its
2 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
3 Administrator from the Gross Settlement Amount.

4 **Section 3.03: Notice to Class Members**

5 No later than five (5) business days after the Preliminary Approval Date, Defendant will
6 provide the Settlement Administrator with a “Class List” in electronic format based on its business
7 records, identifying the names of the Class Members, their last known home addresses, Social
8 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
9 and weeks worked during the Class Period.

10 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
11 Administrator will send Class Members, by first-class mail, at their last known address, the Court
12 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
13 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
14 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
15 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
16 Settlement Administrator will check all Class Member addresses against the National Change of
17 Address database and shall update any addresses before mailing. The Settlement Administrator will
18 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
19 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
20 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
21 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
22 Members shall not be required to submit claim forms in order to receive a proportional share of the
23 Net Settlement Amount.

24 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
25 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
26 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
28 mass search on LexisNexis or comparable databases based on set criteria and, if another address is

identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties that reasonable means be used to locate Class Members and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all Participating Class Members.

If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(f) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form attached hereto as **Exhibit C**. The Notice of Class Action Settlement will also provide a method for

1 the Class Member to challenge the employment data on which his or her Individual Settlement
2 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and
3 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
4 Court will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class
5 Period based on the information provided to it.

6 **b. Requests for Exclusion from Class**

7 In order for any Class Member to validly exclude himself or herself from the Class and this
8 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
9 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
10 postmarked no later than the Response Deadline (or thirty (30) days after the Settlement
11 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
12 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
13 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
14 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
15 conclusively determined according to the records of the Settlement Administrator. Any Class
16 Member who timely and validly requests exclusion from the Class and this Settlement will not be
17 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
18 Agreement, and will not have any right to object, appeal, or comment thereon.

19 Any Class Member who fails to timely submit a request for exclusion shall automatically be
20 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
21 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
22 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
23 and/or released in this Agreement will be extinguished.

24 **c. Objections to Settlement**

25 For any Class Member to object to this Agreement, or any term of it, the person making the
26 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
27 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or thirty (30)
28 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),

1 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
2 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
3 the date the signed objection was postmarked, shall be conclusively determined according to the
4 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
5 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
6 Members may also appear at the final approval hearing to object. The Court retains final authority
7 with respect to the consideration and admissibility of any Class Member objections.

8 **d. Encouragement of Class Members**

9 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
10 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
11 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
12 Class Members.

13 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

14 Defendant has estimated the number of workweeks in the Class Period 8,498. If the number
15 of workweeks increases by 7% or more or 9,093 workweeks, as of the end of the Class Period, there
16 will be a pro rata adjustment to the Net Settlement Amount by the same proportion as the increase
17 (e.g., if the number of workweeks increases by 7%).

18 **f. Termination for Lack of Sufficient Participation**

19 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
20 the Class, Defendant will have the right, but not the obligation, to void the Agreement within fourteen
21 (14) days of the Response Deadline. If Defendant exercises that right to void the Agreement, then
22 the Parties will have no further obligations under the Agreement, including any obligation by
23 Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been
24 owed under this Agreement, except that Defendant will pay the Settlement Administrator's
25 reasonable fees and expenses incurred as of the date that Defendant exercise the right to void the
26 Agreement. Defendant shall meet and confer with Class Counsel prior to exercising its right to
27 rescind the Agreement under this provision, and shall notify Class Counsel, in writing via USPS and
28 email, and the Court whether it is exercising its right to void the Agreement.

1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class Action.

8 **Section 3.06: Settlement Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
11 Gross Settlement Amount in the amount of Two Hundred Seventy-Five Thousand Dollars and Zero
12 Cents (\$275,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).
13 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
14 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
15 Amount, and the Enhancement Payments.

16 Within thirty (30) days after the Court signs the Final Order, Defendant shall transfer the
17 Gross Settlement Amount plus Defendant's share of employer-side payroll taxes if ordered by the
18 Court, as set forth herein, into a QSF established by the Settlement Administrator either directly or
19 by sending the funds to the Settlement Administer to be deposited and distributed. The Settlement
20 Administrator will use these funds to fund payment of the Individual Settlement Payments to
21 Participating Class Members, Class Counsel's attorneys' fees and costs, the Enhancement Awards,
22 the LWDA Payment, and the Settlement Administration Costs.

23 Within ten (10) court days after receiving Defendant's final payment, funding the Gross
24 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
25 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
26 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
27 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
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1 search based on the National Change of Address Database to update and correct for any known or
2 identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Ninety-
6 One Thousand, Five Hundred Seventy-Five Dollars and Zero Cents (\$91,575.00). Class Counsel
7 shall submit an application for an award of costs not to exceed \$25,000.00. Such application for
8 attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.
9 Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall
10 serve Defendant with copies of all documents submitted in support of their application for an award
11 of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
22 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00).

23 **d. Payment of Enhancement Award to Named Plaintiffs**

24 Subject to Court approval, the Named Plaintiffs shall each receive an Enhancement Award
25 of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Victor Erazo, the request for
26 which Defendant will not object to or oppose. The Enhancement Awards shall be paid out of the
27 Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s)
28 other than Named Plaintiff. To the extent that the Court approves less than the amount of incentive

award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Awards represent payment to Named Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing authorities as required by law.

e. Payment to the Labor and Workforce Development Agency

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the amount allocated to Named Plaintiff’s PAGA claim in the Action, will not invalidate this Agreement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member’s approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the

1 individual Qualifying Workweeks worked during the Class Period by each Participating Class
2 Member.

3 Each Individual Settlement Payment will represent wages and penalties allocated using the
4 following formula: 33% allocated to wages and 34% allocated to penalties and 33% allocated
5 interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from
6 an employee's wages and all other authorized and required withholdings and shall be reported by W-
7 2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
8 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
9 withholdings other than the tax withholdings customarily made from employees' wages and shall be
10 reported by IRS 1099 forms.

11 No later than ten (10) business days after receiving the Gross Settlement Amount from
12 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
13 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
14 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
15 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
16 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
17 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
18 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
19 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
20 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
21 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

22 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
23 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
24 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
25 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
26 Settlement Administrator is unable to obtain a valid mailing address through this process, the
27 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
28 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

1 **g. Default on Payment.**

2 Defendant's failure to fund the Gross Settlement Amount within thirty (30) days after the date
3 that the Court grants final approval of the Settlement shall be considered a default. In the event
4 Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
5 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
6 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
7 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
8 forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
9 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled
10 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
11 attorneys' fees and costs.

12 **h. No Credit Toward Benefit Plans.**

13 The Individual Settlement Payments made to Participating Class Members under this
14 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
15 calculate any additional benefits under any benefit plans to which any Class Members may be
16 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
17 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
18 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
19 Members may be entitled under any benefit plans.

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

23 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
24 Class should not have been certified in the Action. This Agreement is entered into solely for the
25 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
26 construed as an admission of liability or wrongdoing by Defendant.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendant expressly reserve the right to oppose certification of the Class.

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiffs and
5 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
6 any and all claims alleged in Named Plaintiff's Operative Complaints, during the Class Period,
7 including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure
8 to provide meal breaks; (4) failure to provide rest breaks; (5) failure to pay timely wages upon
9 termination; (6) failure to provide and maintain accurate itemized wage statements; (7) failure to pay
10 timely wages; (8) violation of California Business and Professions Code §§17200; and (9) violation
11 of California Labor Code Private Attorney General Act ("PAGA"), *et seq.*, based on the preceding
12 claims ("Released Claims").

13 **Section 5.02: Released Claims by PAGA Group Members**

14 Upon the date of funding the GSA, the PAGA Group Members release the Released Parties
15 from all PAGA claims alleged in the operative complaints of the Actions, which arose during the
16 PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.
17 California Labor Code section 203 is not included in the PAGA release.

18 **ARTICLE VI**

19 **MISCELLANEOUS PROVISIONS**

20 **Section 6.01: Amendments or Modification**

21 The terms and provisions of this Agreement may be amended or modified only by an express
22 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
23 and approved by the Court.

24 **Section 6.02: Assignment**

25 None of the rights, commitments, or obligations recognized under this Agreement may be
26 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
27 consent of each other Party and their respective counsel. The representations, warranties, covenants,
28

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
6 of laws.

7 **Section 6.04: No Publicity**

8 The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact
9 the press, respond to any press inquiry or have any communication with the press about the fact,
10 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not
11 engage in any advertising or marketing relating to the settlement of these Actions in any manner that
12 identifies or that is suggestive of Defendant (i.e., a manager of environmental company), including
13 but not limited to any postings on any websites maintained by Class Counsel. However, Class
14 Counsel may identify this Settlement in court filings in other matters to demonstrate their adequacy
15 as counsel in connection with the prosecution or settlement of other class actions. Nothing in this
16 Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge
17 their duties as Class Counsel, including but not limited to, communicating with Class Members
18 regarding the Settlement.

19 **Section 6.05: Entire Agreement**

20 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
21 contains the entire understanding of the Parties with respect to the subject matter contained herein.
22 In case of any conflict between text contained in Articles I through VI of this Agreement and text
23 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
24 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
25 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
26 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
27 supersedes all prior agreements and understandings among the Parties with respect to the settlement
28

1 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
2 prior agreements or proposals.

3 **Section 6.06: Waiver of Compliance**

4 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
5 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
6 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
7 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
8 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
9 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10 **Section 6.07: Counterparts and Fax/PDF Signatures**

11 This Agreement, and any amendments hereto, may be executed in any number of counterparts
12 and any Party and/or their respective counsel may execute any such counterpart, each of which when
13 executed and delivered shall be deemed to be an original. All counterparts taken together shall
14 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
15 signature.

16 **Section 6.08: Meet and Confer Regarding Disputes**

17 Should any dispute arise among the Parties or their respective counsel regarding the
18 implementation or interpretation of this Agreement, a representative of Class Counsel and a
19 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
20 to submitting such disputes to the Court.

21 **Section 6.09: Agreement Binding on Successors**

22 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
23 of each of the Parties.

24 **Section 6.10: Cooperation in Drafting**

25 The Parties have cooperated in the negotiation and preparation of this Agreement. This
26 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
27 was the drafter or participated in the drafting of this Agreement.

1 **Section 6.11: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
4 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
5 further believe that the Settlement is and is consistent with public policy, and fully complies with
6 applicable law.

7 **Section 6.12: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.13: Notice**

12 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
13 communications under this Agreement must be in writing and addressed as follows:

14 *To Named Plaintiff and the Class:*

15 Armond M. Jackson
16 Andrea M. Fernandez-Jackson
17 Anthony S. Filer, Jr.
18 JACKSON APC
19 2 Venture Plaza, Suite 240
20 Irvine, CA 92618
21 Phone: (949) 281-6857
22 Fax: (949) 777-6218

23 And

24 *To Defendant:*

25 Robert T. Lemen
26 Ashley Chinn
27 MURTAUGH TREGLIA STERN & DEILY LLP
28 12603 Main Street, Penthouse
 Irvine, CA 92614
 Phone: (949) 794-4000
 Fax: (949) 794-4099

1 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
9 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
10 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
11 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
12 fees incurred in connection with any enforcement actions.

13 **Section 6.15: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to the execution of such documents, and the taking of such
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21 **Section 6.16: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
23 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
26 represents and warrant that the individual executing this Agreement on its behalf has the full right,
27 power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

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APPROVED AS TO FORM ONLY:

Dated: 08/13/2024

JACKSON APC

By: /s/ Armond M. Jackson
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

Attorneys for Plaintiff Victor Erazo

Dated: 8/13/24

**MURTAUGH TREGLIA STERN & DEILY
LLP**

By: 
Robert T. Lemen
Ashley Chinn

Attorneys for Defendant Uni-Caps, LLC

1 **Section 6.17: No Reliance on Representations**

2 The Parties have made such investigation of the facts and the law pertaining to the matters
3 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
4 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
5 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
6 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
7 to any other matters. No representations, warranties, or inducements, except as expressly set forth
8 herein, have been made to any party concerning this Agreement.

9
10 **EXECUTION BY PARTIES AND COUNSEL**

11 The Parties and their counsel hereby execute this Agreement.

12
13
14 Dated: 08/13/2024

VICTOR ERAZO

15
16 By:  _____

Named Plaintiff

17
18
19
20 Dated: 8/14/2014

UNI-CAPS, LLC

21 By:  _____

(Signature)

22
23 Kihoon Keith Kim
(Printed Name)

24 HR Director
(Title)

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

ERAZO V. UNI-CAPS, LLC
CASE NO. 30-2021-01193402-CU-OE-CXC

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY UNI-CAPS, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **APRIL 1, 2020 AND ENDING ON MARCH 23, 2023, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Victor Erazo (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendant Uni-Caps, LLC (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay minimum wages; (2) failed to pay overtime; (3) failed to provide meal breaks; (4) failed to provide rest breaks; (5) failed to pay timely wages upon termination; (6) failed to provide and maintain accurate itemized wage statements; (7) failed to pay timely wages; and (8) engaged unlawful business practices. Plaintiff also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiff’s claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **April 1, 2020 to March 23, 2023** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **April 1, 2020 through March 23, 2023**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 1, 2020 to March 23, 2023 . If you are a PAGA Group Member, you will also

	receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 1, 2020 to March 23, 2023 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **April 1, 2020 to March 23, 2023** (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Victor Erazo vs. Uni-Caps, LLC*, Case No. 30-2021-01193402-CU-OE-CXC and is pending in the Superior Court of California for the County of Orange (the “Action”). Victor Erazo is the Plaintiff, and the company they sued, Uni-Caps, LLC is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. They allege that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, and unlawfully received wages, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that they and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Victor Erazo) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Randall J. Sherman issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **April 1, 2020 to March 23, 2023** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **April 1, 2020 through March 23, 2023** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees (not

to exceed (\$91,575.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$25,000.00), a Class Representative Service Award to Plaintiff Victor Erazo in the amount of (\$5,000.00) for his services, the PAGA Settlement Amount (i.e., a payment of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, [Insert Name of Settlement Administrator] (estimated not to exceed \$12,500.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid from the Maximum Settlement Amount unless the Court disallows that payment, in which case those taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Pay Periods for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Pay Periods} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 33% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents 34% shall be reported as civil waiting time penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents and 33% allocated to interest.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's *pro rata* distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Twenty-Six Thousand, Two Hundred Fifty Dollars and Zero Cents (\$26,250.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) shall be distributed to PAGA Group Members as their PAGA Payment. The “PAGA Period” is the period of time from April 1, 2020 through March 23, 2023. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$ [REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$ [REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other

information that supports your belief that the information set forth is incorrect. Defendant's records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal breaks; (4) failure to provide required rest breaks; (5) failure to timely pay all wages upon termination; (6) failure to provide and maintain accurate itemized wage statements; (7) failure to pay timely wages; (8) violation of California Business and Professions Code §§17200, *et seq.*, and (9) PAGA violations, based on the preceding claims against Defendant(the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator, within thirty (30) days after the Court signs the Final Order or after any appeals of the Final

Order are final.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

An Exclusion Form is also being provided with the class notice.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 400
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$91,575.00) plus actual litigation costs and expenses (not to exceed \$25,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Victor Erazo as an Enhancement Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the

Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department CX105 of the **Orange County Superior Court, located at Civil Complex Center 751 W Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. At the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Victor Erazo's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department CX105 of the Orange County Superior Court, Civil Complex Center located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

ERAZO V. UNI-CAPS, LLC

Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN _____.

ERAZO V. UNI-CAPS, LLC ET AL., ADMINISTRATOR

(Administrator's Address)
(Administrator's Telephone Number)
(Administrator's Facsimile Number)

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**. I also understand that I will be bound by the agreement concerning PAGA claims and cannot exclude myself from the PAGA settlement. I will also receive a payment for the resolution of the PAGA claims even if I exclude myself from the class claims.

Dated: _____, 2024.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

EXHIBIT C

ERAZO V. UNI-CAPS, LLC
Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC
WORKWEEK DISPUTE FORM

If you believe the number of Workweeks credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked on or before **[RESPONSE DEADLINE OR EXTENDED RESPONSE DEADLINE IF APPLICABLE]**. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number (*Erazo v. Uni-Caps, LLC*, Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC); and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate. Defendants' records will be presumed determinative, absent credible evidence to the contrary.

STATEMENT EXPLAINING BASIS OF DISPUTE

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Last Four of Social Security Number)

The Claims Administrator is ILYM Group, Inc.

The Claims Administrator can be contacted at:

Erazo v. Uni-Caps, LLC

c/o ILYM Group

www.ilymgroupclassaction.com

Phone: 888-250-6810

Fax: 888-845-6185



EXHIBIT B

JACKSON^{APC}

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218
Jackson APC

Armond M. Jackson
ajackson@jacksonapc.com

March 5, 2021

Sent By Certified Mail to Uni-Caps, LLC

Submitted Via Online to Labor and Workforce Development Agency

Uni-Caps, LLC
540 W. Lambert Road
Brea, California 92821

Sang H Kim
Agent for Service of Process for Uni-Caps,
LLC
540 W. Lambert Road
Brea, California 92821

Labor and Workforce Development
Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 210, 221, 226(a) 1-2, 4-5, 8-9, 226(a)(b),
226.3, 226.7, 510, 512, 1194, 1198
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 1 and 4, ("Wage Orders 1 and 4"), Sections, 3 and 11
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Victor Erazo v. Uni-Caps, LLC et al.

Dear Uni-Caps, LLC and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides notice to the PAGA Administrator, Uni-Caps, LLC by Victor Erazo (“Mr. Erazo”) on behalf of all aggrieved current and aggrieved former similarly situated employees of Uni Caps, LLC (referred to herein as “Defendant” or “Defendants”) in California, a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to filing this private action in superior court, Mr. Erazo is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jacksonapc.com.

Facts and Theories

Mr. Erazo worked for Uni-Caps, LLC as a general laborer.

This letter encompasses violations for Defendants’ California Labor Code violations throughout California with similarly situated aggrieved employees across California.

The aggrieved current and aggrieved former similarly situated employees shall be defined as the Defendants California nonexempt employees during the relevant time period.

Plaintiff worked for Defendants until early 2021 as a non-exempt employee.

Plaintiff, aggrieved current and aggrieved former similarly situated employees were required to perform pre-shift and post-shift preparation tasks while off-the-clock such as putting on a mask, pants, long sleeve shirts, plastic shoes, and go through an oxygen camera while off-the-clock. These tasks would take up to 10 minutes.

Furthermore, Plaintiff, aggrieved current and aggrieved former similarly situated employees were not provided with all entitled 30-minute duty-free uninterrupted meal periods each five hours of its working shifts due to having to take late meal breaks without being paid premium wages for these late meal breaks estimated at approximately 5 to 20 shifts per month per worker.

Defendants violated California Labor Code sections 226.7, 512, and Wage Orders 1 and 4, Section 11. Other similarly situated employees at Defendants were under the same conditions as Plaintiff.

Moreover, Defendants failed to state the legal name and legal entity of the employer on Plaintiff’s and aggrieved current and aggrieved former similarly situated employees’ wage statements as required by California Labor Code section 226(a) 8. All other similarly situated

employees were subjected to the same working conditions as Plaintiff, such as not being provided with the legal name and address of the legal entity of the employer of their wage statements.

Furthermore, at the time of Plaintiff's termination, Defendants refused to pay Plaintiff, aggrieved current and aggrieved former similarly situated employees all wages for all hours worked for off-the clock work during pre-shift and post-shift preparation tasks. Plaintiff believes that aggrieved current and aggrieved former similarly situated employees' do not pay all wages for all hours worked during their employment and at the time of termination.

By virtue of not authorizing or permitting Plaintiff, aggrieved current and aggrieved former similarly situated employees' to take their entitled meal breaks on a timely basis, failing to include the full name and address of all legal entity employer, failing to insert all hours worked and wages earned for the off-the-clock work, and failing to pay out premium wages for meal break violations, Defendant is violating California Labor Code Sections 226(a) 1, 2, 4, 5, 8, 9, 226.3, 226.7, 510, 512, 1194, 2802 and Wage Orders 1 and 4, Sections 3 and 11.

Violation of California Labor Code § 210

Labor Code section 210, an employer may not fail to pay the wages of each employee. Here, the Defendants required Plaintiff, aggrieved current and aggrieved former similarly situated employees' were subjected to uncompensated waiting time while being subjected to pre-shift and post-shift preparation tasks that lasted up to 10 minutes.

Violation of California Labor Code § 221

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Again, Plaintiff, aggrieved current and aggrieved former similarly situated employees' were subjected to uncompensated waiting time while being subjected to pre-shift and post-shift preparation tasks that lasted up to 10 minutes.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide "accurate itemized statement in writing" each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Plaintiff's contention that the Defendants are in violation of the following California Labor Codes:

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee's paystubs. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose gross wages for uncompensated pre-shift preparation and post shift-preparation tasks lasting up to 10 minutes.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately reflect total hours worked by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose total hours worked for uncompensated pre-shift preparation and post shift-preparation tasks lasting up to 10 minutes.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately reflect all deductions by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose all deductions for uncompensated pre-shift preparation and post shift-preparation tasks lasting up to 10 minutes.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately reflect net wages by virtue of excluding hours worked and wages earned because Defendants did not accurately depict net wages as it failed to disclose net wages for uncompensated pre-shift preparation and post shift-preparation tasks lasting up to 10 minutes.

Violation of 226 (a)(8)

Section a (8) requires the name and address of the legal entity that is the employer. Plaintiff aggrieved current and aggrieved former similarly situated employees paystubs did not reflect the full name and address of the legal entity of the employer Uni-Caps, LLC.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately applicable hourly rates by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose applicable hourly rates and total hours worked for uncompensated pre-shift preparation and post shift-preparation tasks lasting up to 10 minutes.

Violation of California Labor Code Sections 226.7, 512, 1198 and Wage Orders 1 and 4, Sections 11

An employer must provide a meal period and rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order Nos. 1 and 4 (hereinafter “Wage Orders 1 and 4”).

Under these circumstances, Plaintiff’s position at Defendants falls within Wage Orders 1 and 4. Thus, below all sections and subsections that pertain to California Wage Orders 1 and 4, Section 11 are applicable to Plaintiff, aggrieved current and aggrieved former similarly situated employees fall within the Professional, Technical, Clerical, Mechanical and Similar Occupations and Manufacturing Industry.

California Labor Code sections 226.7, 512 and Wage Orders 1 and 4, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 1 and 4, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6-hour shift. Plaintiff, aggrieved current and aggrieved former similarly situated employees worked above five, six and ten hour shifts and were subjected a practice, pattern and policy of having to take short, on-call, on-premises, late, interrupted or no meal breaks and were not compensated premium wages for working through their meal breaks or being subjected to a practice, pattern and policy of having to take short, on-call, on-premises, late, interrupted or no meal breaks 5 to 15 shifts per month.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any

order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Wage Orders 4, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation, and social security number,” “[t]ime records showing when the employee begins and ends each work period,” “[m]eal periods,” and “[t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendants failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendants failed to incorporate the extra hours’ worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks and rest breaks without being paid premium wages. The extra hours’ worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 1 and 4, Section -7- Record.

California Labor Code Section 510, and 1194, Wage Orders 1 and 4, Section 3

Section 3 lays out the requirements for overtime pay applicable to employees working in restaurants and all similar establishments such as The Company. If an employee works in excess of eight (8) hours in any one day, or over forty (40) hours in one week, those hours must be paid at the rate of one and one-half (1.5) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours and up until twelve (12) hours in any day. Any hour worked in excess of 12 hours in any workday is to be paid at the rate of double the employee’s regular rate of pay.

Moreover, if any employee works (7) consecutive days, the employee shall be paid one and one-half (1.5) times his or her regular pay for the first eight (8) hours. Any hours worked in excess of eight (8) hours on the seventh consecutive day must be paid at twice the employee’s regular rate of pay.

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee’s regular rate of compensation. (See Lab. Code §510) “Double time” required after twelve hours in any workday, after eight hours on the seventh day of

work. Here, Plaintiff, aggrieved current and aggrieved former similarly situated employees were required to perform pre-shift and post-shift preparation tasks while off-the-clock such as putting on a mask, pants, long sleeve shirts, plastic shoes, and go through an oxygen camera while off-the-clock. These tasks would take up to 10 minutes.

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) Here, Plaintiff, aggrieved current and aggrieved former similarly situated employees were required to perform pre-shift and post-shift preparation tasks while off-the-clock such as putting on a mask, pants, long sleeve shirts, plastic shoes, and go through an oxygen camera while off-the-clock. These tasks would take up to 10 minutes.

Conclusion

Pursuant to the above stated facts, it is Plaintiff's theory that Staffing Employer and PAGA Group Employer are in violation of Labor Code Labor Code 226(a) 1-2, 4-5, 8-9, 226(a)(b), 226.3, 226.7, 432, 510, 512, 1194, 1198, Wage Orders 1 and 4, Section 11. It is Plaintiff's contention that the Plaintiff, aggrieved current and aggrieved former similarly situated employees are subjected to all of the above-mentioned violations.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT C

INVOICE

Company Logo

Jackson APC,

BILL TO

Victor Erazo
509 E Third Ave.
La Habra CA 90631

Invoice Number: 682
Invoice Date: 1/8/2025
Terms: 30

Due Date: **2/7/2025**
Amount Due: **\$15,062.56**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
							\$0.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
01/29/21	Mailed out: Request for personnel file			1	0.91	1	0.91
03/05/21	PAGA -Certified Mailers			2	4.80	1	9.60
04/05/21	One Legal Invoice 12880142			1	1,449.25	1	1,449.25
05/03/21	Janney and Janney Invoice#4473158			1	92.00	1	92.00
07/30/21	One Legal Invoice 13118904			1	12.00	1	12.00
08/12/21	One Legal Invoice 13144284			1	164.25	1	164.25
08/27/21	One Legal Invoice 13175598			1	20.00	1	20.00
10/11/21	OC Justice Payment Order CIVIL41350585			1	7.50	1	7.50
02/25/22	One Legal Invoice 13543526			1	12.00	1	12.00
03/11/22	CourtCall ID: 11461029			1	94.00	1	94.00

06/27/22	Judicate West Invoice Number: 567859	1	6,375.00	1	6,375.00
07/01/22	One Legal Invoice 13825338	1	14.75	1	14.75
11/07/22	One Legal Invoice_14118331	1	14.75	1	14.75
12/01/22	One Legal Invoice 14167780	1	134.75	1	134.75
01/18/23	Judicate West Invoice Number: 585430	1	6,375.00	1	6,375.00
02/10/23	One Legal Invoice 14331907	1	15.20	1	15.20
02/21/23	Civil Doc Authorization - 083694	1	7.50	1	7.50
02/28/23	One Legal Invoice 14368293	1	15.20	1	15.20
05/23/23	One Legal Invoice 14582865	1	15.20	1	15.20
10/16/23	One Legal Invoice 14965486	1	15.20	1	15.20
10/23/23	One Legal Invoice_14981841	1	15.20	1	15.20
02/15/24	One Legal Invoice 15301148	1	77.20	1	77.20
08/15/24	One Legal Invoice 15862962	1	20.20	1	20.20
08/19/24	One Legal Invoice 15870709	1	21.20	1	21.20
09/05/24	Filing Fee: Downloaded Order Granting Preliminary Approval.	1	7.50	1	7.50
01/08/25	One Legal Motion for Final Approval.	1	77.20	1	77.20
					\$15,062.56

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$15,062.56
Amount Paid:	(\$0.00)
Amount Due:	\$15,062.56

EXHIBIT D

INVOICE

Company Logo

Jackson APC,

BILL TO

Victor Erazo
509 E Third Ave.
La Habra CA 90631

Invoice Number: 681
Invoice Date: 1/8/2025
Terms: 30

Due Date: **2/7/2025**
Amount Due: **\$99,185.00**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
01/26/21	Communicated with client re: employment.	Yesenia Villalba			145.00	0.30	43.50
02/02/21	Communicated with the client re: employment.	Yesenia Villalba			145.00	0.30	43.50
02/10/21	Spoke to opposing counsel re: personnel file.	Armond Jackson			725.00	0.10	72.50
02/26/21	Drafted PAGA letter.	Armond Jackson			725.00	1.50	1,087.50
03/05/21	Reviewed and finalized PAGA letter.	Armond Jackson			725.00	1.00	725.00
03/31/21	Drafted complaint.	Armond Jackson			725.00	1.70	1,232.50
04/01/21	Finalized Complaint.	Armond Jackson			725.00	0.80	580.00
07/28/21	Spoke to opposing counsel.	Armond Jackson			725.00	0.20	145.00
08/10/21	Performed legal research on rulings applicable to case.	Armond Jackson			725.00	3.10	2,247.50
08/10/21	Drafted CMC Report.	Armond Jackson			725.00	1.10	797.50
10/11/21	Formatted First Salvo	Yesenia Villalba			145.00	0.50	72.50

02/24/22	Drafted joint statement.	Armond Jackson	725.00	0.40	290.00
02/24/22	Call with opposing counsel.	Anthony Filer	250.00	0.30	75.00
02/24/22	Reviewed client folder, and documents for meet and confer	Anthony Filer	250.00	0.90	225.00
02/24/22	Revised first savlo discovery.	Armond Jackson	725.00	0.50	362.50
02/25/22	Communication w/ defense counsel, worked on filing joint statement	Anthony Filer	250.00	0.60	150.00
03/08/22	Participate in status conference	Anthony Filer	250.00	0.70	175.00
03/08/22	Prepared for joint status conference	Anthony Filer	250.00	0.80	200.00
04/06/22	Teleconference with client regarding Discovery Requests	Yesenia Villalba	145.00	2.00	290.00
04/06/22	Review Discovery Requests and prepare for teleconference with client, to go over discovery in Spanish.	Yesenia Villalba	145.00	1.00	145.00
04/12/22	Drafted Objections for Discovery requests	Yesenia Villalba	145.00	1.00	145.00
04/13/22	Drafted discovery responses.	Yesenia Villalba	145.00	2.00	290.00
05/04/22	Drafted meet and confer letter.	Armond Jackson	725.00	0.80	580.00
05/09/22	Responded to email re: discovery.	Armond Jackson	725.00	0.40	290.00
09/02/22	Reviewed check history reports.	Armond Jackson	725.00	2.70	1,957.50
09/06/22	Reviewed check history reports.	Armond Jackson	725.00	2.40	1,740.00
09/09/22	Reviewed check history reports.	Armond Jackson	725.00	3.10	2,247.50
09/12/22	Drafted data rubric in preparation for mediation	Armond Jackson	725.00	2.70	1,957.50
09/20/22	Drafted Mediation Brief	Anthony Filer	250.00	0.70	175.00

09/26/22	DRafted mediation brief.	Armond Jackson	725.00	5.90	4,277.50
11/03/22	Review drafted Joint Statement	Anthony Filer	250.00	0.50	125.00
11/04/22	Review drafted Joint Statement	Anthony Filer	250.00	0.40	100.00
11/07/22	Reviewed drafted Joint Statement	Anthony Filer	250.00	0.30	75.00
11/07/22	Reviewed drafted Joint Statement	Anthony Filer	250.00	0.10	25.00
11/07/22	Reviewed opposing counsel's revisions to Joint Statement.	Anthony Filer	250.00	0.20	50.00
11/07/22	Finalize and file Joint Statement.	Anthony Filer	250.00	0.20	50.00
11/07/22	Reviewed timecards data (5-8).	Armond Jackson	725.00	3.90	2,827.50
11/08/22	Drafted and finalized mediation brief.,	Armond Jackson	640.00	1.50	960.00
11/10/22	Prep for Status Conference	Anthony Filer	250.00	0.30	75.00
11/11/22	Spoke to opposing counsel re: mediation and case.	Armond Jackson	725.00	0.70	507.50
11/11/22	Reviewed timecard data (9-12).	Armond Jackson	725.00	4.30	3,117.50
11/14/22	Reviewed employee handbooks.	Armond Jackson	725.00	1.60	1,160.00
11/14/22	Prepared for mediation and analyzed records.	Armond Jackson	725.00	1.90	1,377.50
11/15/22	Prepared for and attended mediation.	Armond Jackson	725.00	0.10	72.50
11/15/22	Prepared for and attended mediation.	Armond Jackson	725.00	2.30	1,667.50
11/15/22	Prep for Status Conference	Anthony Filer	250.00	0.40	100.00
11/15/22	Continued mediation.	Armond Jackson	725.00	3.50	2,537.50
11/15/22	Review Minute Order	Anthony Filer	250.00	0.20	50.00

11/17/22	Drafted mediation correspondence.	Armond Jackson	725.00	0.90	652.50
11/30/22	Drafted and filed motions to compel discovery.	Armond Jackson	725.00	3.00	2,175.00
11/30/22	Finalized two discovery motions.	Armond Jackson	725.00	1.60	1,160.00
01/05/23	Drafted PMK Deposition.	Armond Jackson	725.00	0.50	362.50
01/05/23	Drafted PMK Deposition.	Armond Jackson	725.00	0.30	217.50
01/05/23	Drafted PMK notice.	Armond Jackson	725.00	1.00	725.00
01/23/23	Read email from oc.	Armond Jackson	725.00	0.20	145.00
02/02/23	Read and responded to email re: discovery motions.	Armond Jackson	725.00	0.50	362.50
02/02/23	Drafted / sent Belaire West Notice	Anthony Filer	250.00	0.60	150.00
02/03/23	Send Belaire West Notice to OC	Anthony Filer	250.00	0.20	50.00
02/10/23	Drafted opposition to class action settlement.	Armond Jackson	725.00	0.50	362.50
02/10/23	Review production of documents	Anthony Filer	250.00	0.20	50.00
02/10/23	Review Motion to Compel	Anthony Filer	250.00	0.40	100.00
02/15/23	Prep for MTC hearing	Anthony Filer	250.00	0.50	125.00
02/16/23	Prep for MTC hearing	Anthony Filer	250.00	0.40	100.00
02/17/23	Prep for MTC hearing	Anthony Filer	250.00	0.50	125.00
02/22/23	Notice of Rulings	Yesenia Villalba	145.00	1.00	145.00
02/24/23	Reviewed and analyzed supplemental class data in preparation for second mediation.	Armond Jackson	725.00	3.90	2,827.50
02/27/23	Review Notice of Rulings	Anthony Filer	250.00	0.10	25.00

02/28/23	Reviewed and analyzed supplemental class data in preparation for second mediation.	Armond Jackson	725.00	3.90	2,827.50
03/01/23	Reviewed timesheet data.	Armond Jackson	725.00	3.40	2,465.00
03/02/23	Review meet & confer letter / request for extension	Anthony Filer	250.00	0.20	50.00
03/10/23	Reviewed and analyzed supplemental class data in preparation for second mediation.	Armond Jackson	725.00	3.90	2,827.50
03/15/23	Review emails re: Arbitration	Anthony Filer	250.00	0.10	25.00
03/16/23	Meet & Confer with Counsel re: mediation	Anthony Filer	250.00	0.50	125.00
03/16/23	Reviewed and analyzed supplemental class data in preparation for second mediation.	Armond Jackson	725.00	2.80	2,030.00
03/20/23	Drafted mediation brief.	Armond Jackson	725.00	3.50	2,537.50
03/20/23	Review mediation brief	Anthony Filer	250.00	0.20	50.00
03/21/23	Review emails re: mediation	Anthony Filer	250.00	0.10	25.00
03/23/23	Assisted in Mediation all day	Yesenia Villalba	145.00	9.00	1,305.00
03/23/23	Prepared for and attended mediation.	Armond Jackson	725.00	9.00	6,525.00
04/06/23	Review emails re: settlement discussions	Anthony Filer	250.00	0.10	25.00
04/07/23	Review emails re: settlement negotiations	Anthony Filer	250.00	0.10	25.00
04/20/23	Review emails re: requested data	Anthony Filer	250.00	0.10	25.00
04/28/23	Drafted and forwarded MOU.	Armond Jackson	725.00	0.40	290.00
05/17/23	Spoke to counsel re: MOU.	Armond Jackson	725.00	1.10	797.50
05/18/23	Revised the MOU and sent revised MOU to	Armond Jackson	725.00	0.80	580.00

opposing counsel.

05/18/23	Joint Status	Yesenia Villalba	145.00	0.80	116.00
05/22/23	Review Joint Statement	Anthony Filer	250.00	0.60	150.00
06/08/23	Review revised MOU	Anthony Filer	250.00	0.20	50.00
06/13/23	Review emails re: revised settlement agreement	Anthony Filer	250.00	0.10	25.00
06/20/23	Reviewed and revised MOU.	Armond Jackson	725.00	0.30	217.50
07/03/23	Revised settlement agreement.	Armond Jackson	725.00	0.50	362.50
07/12/23	Reviewed MOU.	Armond Jackson	725.00	1.10	797.50
07/18/23	Drafted Class Settlement Agreement	Anthony Filer	250.00	0.10	25.00
07/18/23	Drafted Class Settlement	Anthony Filer	250.00	1.30	325.00
07/24/23	Drafted Preliminary Approval Motion	Anthony Filer	250.00	1.70	425.00
07/26/23	Reviewed long form settlement agreement.	Armond Jackson	725.00	1.10	797.50
07/26/23	Review Long Form Settlement Agreement	Anthony Filer	250.00	0.20	50.00
08/07/23	Follow up re: class settlement agreement	Anthony Filer	250.00	0.10	25.00
08/10/23	Review Def.'s edits to Long Form Settlement Agreement	Anthony Filer	250.00	0.20	50.00
08/14/23	Review Long Form Settlement Agreement	Anthony Filer	250.00	0.10	25.00
08/16/23	Review emails re: class settlement agreement	Anthony Filer	250.00	0.10	25.00
08/17/23	Review email re: long form settlement agreement	Anthony Filer	250.00	0.10	25.00
08/18/23	Review class settlement agreement	Anthony Filer	250.00	0.10	25.00
08/23/23	Review signed settlement agreement	Anthony Filer	250.00	0.10	25.00

08/28/23	Review email re: class settlement agreement	Anthony Filer	250.00	0.20	50.00
10/12/23	Joint Statement	Yesenia Villalba	145.00	0.10	14.50
10/16/23	Review / sent Joint Statement	Anthony Filer	250.00	0.30	75.00
10/17/23	Revised preliminary approval motion.	Armond Jackson	725.00	3.80	2,755.00
10/17/23	Review emails re: class administrator	Anthony Filer	250.00	0.10	25.00
10/17/23	Drafted Notice for Preliminary Approval Motion	Anthony Filer	250.00	0.40	100.00
10/19/23	Prep for Status Conference	Anthony Filer	250.00	0.20	50.00
10/23/23	Review email re: change of address	Anthony Filer	250.00	0.10	25.00
10/23/23	Prep for status conference	Anthony Filer	250.00	0.10	25.00
11/15/23	Drafted preliminary approval papers.	Armond Jackson	725.00	1.30	942.50
01/16/24	Review email re: approval of settlement	Anthony Filer	250.00	0.10	25.00
01/18/24	Continue drafting preliminary approval motions	Armond Jackson	725.00	6.30	4,567.50
01/18/24	Revised preliminary approval motion.	Armond Jackson	725.00	3.10	2,247.50
01/22/24	Finalized preliminary approval motion.	Armond Jackson	725.00	1.30	942.50
01/22/24	Review email re: PAGA settlement filing	Anthony Filer	250.00	0.10	25.00
01/29/24	Reviewed class notice.	Armond Jackson	725.00	0.60	435.00
02/12/24	Finalized preliminary approval motion.	Armond Jackson	725.00	0.10	72.50
02/12/24	Review preliminary approval papers	Anthony Filer	250.00	0.20	50.00
02/13/24	Finalized preliminary approval motion.	Armond Jackson	725.00	3.90	2,827.50

03/01/24	Follow up re: Joint Statement	Anthony Filer	250.00	0.10	25.00
03/04/24	Follow up re: Joint Statement	Anthony Filer	250.00	0.20	50.00
03/06/24	Review Joint Statement	Anthony Filer	250.00	0.20	50.00
03/08/24	Follow up re: Joint Statement	Anthony Filer	250.00	0.10	25.00
03/11/24	Prep for status conference	Anthony Filer	250.00	0.20	50.00
03/12/24	Prep for Status Conf.	Anthony Filer	250.00	0.10	25.00
03/14/24	Follow up re: status conference	Anthony Filer	250.00	0.20	50.00
08/02/24	Revised class documents for preliminary approval of settlement.	Armond Jackson	725.00	1.00	725.00
08/16/24	Drafted and revised supplemental papers.	Armond Jackson	725.00	2.80	2,030.00
09/05/24	Assembled order, notice packet documents and sent email to settlement administrator for distribution.	Armond Jackson	725.00	0.50	362.50
10/09/24	Reviewed email from claims administrator.	Armond Jackson	725.00	0.60	435.00
01/06/25	Began drafting final approval motion.	Armond Jackson	725.00	3.20	2,320.00
01/07/25	Continued drafting final approval motion.	Armond Jackson	725.00	3.10	2,247.50
01/08/25	Finalized final approval motion.	Armond Jackson	725.00	2.90	2,102.50
					\$99,185.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
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\$0.00

Invoice Total:	\$99,185.00
Amount Paid:	(\$0.00)
Amount Due:	\$99,185.00

EXHIBIT E

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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