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MOORADIAN LAW, APC

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Attorneys for Plaintiff Rafael Jimenez, individually and on behalf of others similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RAFAEL JIMENEZ, individually and on
behalf of others similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

CARGO HS LLC, an active California
Limited Liability Company; and DOES 1
through 10,

Defendants.

Case No.: 21STCV15258

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Elihu M. Berle
in Dept. SS-6]*

**DECLARATION OF HAIK HACOPIAN
IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S ENHANCEMENT
AWARD, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION AND MOTION;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
JENNIFER FORST; DECLARATION OF
RAFAEL JIMENEZ]

Date: January 7, 2025

Time: 9:00 a.m.

Dept.: SS-6

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1 Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura
2 v. WSON-55/19STCV22958; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v.
3 Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez
4 v. Anaheim Denn/30-2019-01092546; Ramos v. Liberty Container Corp./20STCV06560;
5 Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality
6 Mgt./30-2019-01060719; Mendoza v. Savage Service Corp./18STCV04798; Martinez v.
7 Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-
8 01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
9 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran
10 Najera v. TOPH I, LLC/30-2018-00999474; Alvarez v. Greenfield Care Center of
11 Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-
12 01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim
13 Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG
14 USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro
15 Security/19STCV15680; Villacana v. Crothall Laundry Services, Inc./19STCV16330.

16 4. I am familiar with California wage and hour law including the
17 laws governing the alleged violations and the Orders of the Industrial Welfare Commission,
18 and the Private Attorneys General Act.

19 5. I know of no conflicts as to why I, or Mr. Mooradian, could not continue to
20 serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe
21 as Class Counsel to the class in this action. I also know of no conflicts that would preclude
22 Mr. Jimenez from continuing to serve as the Class Representative in this matter.

23 6. As a result of my prior experience, including as class counsel in other wage
24 and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the
25 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
26 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
27 settlement continues to remain fair to the class, reasonable and more than adequate in view of
28 (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,

1 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
2 class certification and maintaining class action status through trial, (iv) the total settlement
3 amount of \$550,000 offered in settlement, (v) the discovery conducted by the Parties in this
4 case, (vi) my experience with similar settlements in wage and hour class actions that have
5 received court approval, (vii) the fact that the settlement was the result of arms' length
6 negotiations between experienced counsel facilitated by Mr. Lou Marlin, a respected neutral
7 mediator; and (viii) the overwhelmingly positive response from the class to date with nary an
8 objection or exclusion request.

9 7. The Parties have conducted investigation of the operative facts and applicable
10 law during the pendency of the case through informal discovery requests. Prior to mediation,
11 Plaintiff obtained copies of exemplar payroll correction forms, policies including employee
12 handbook, a 15% sample of electronic time and payroll data, as well as handwritten employee
13 timesheets. The electronic payroll file that Plaintiff had expertly analyzed reflected 9,336 lines
14 of data and the electronic timekeeping data reflected 21,602 lines of data.

15 8. On March 3, 2023, Plaintiff and Defendant participated in a full-day mediation
16 before Mr. Lou Marlin. The Parties were able to reach a resolution at the mediation and
17 entered into a Memorandum of Understanding ("MOU"). The Parties ultimately entered into
18 a long-form agreement incorporating the MOU's terms, which was based on the LASC model
19 agreement for class and PAGA settlements, a true and correct copy of which was submitted
20 as part of Plaintiff's initial Preliminary Approval filing.

21 9. This Court granted preliminary approval of the Settlement on August 21, 2024
22 after holding a hearing on that date and entered the Preliminary Approval Order on August
23 30, 2024. Prior to the hearing, on June 12, 2023, Plaintiff filed his Motion for Preliminary
24 Approval and supporting papers. On November 30, 2023, the Court held a hearing on
25 Plaintiff's Motion whereby clarifications and changes to the settlement were requested. In
26 response, Supplemental Briefs with supporting declarations were filed by Plaintiff on May 10,
27 2024 and July 12, 2024, the latter of which included the operative Settlement Agreement. A
28 true and correct copy of the September 3, 2024 Notice of Entry of Order Granting Preliminary

Approval of Class Action Settlement is attached hereto as **Exhibit “1”**.’

10. This Settlement provides for Cargo to pay the non-reversionary settlement amount of \$550,000 (“Settlement Amount”), in addition to the employer share of payroll taxes on the wage component of this Settlement. S.A. ¶¶1.22, 3.1. The Net Settlement Amount is the amount remaining from the Settlement Amount after deducting Class Counsel fees (\$183,333.33 or one-third of the Settlement Amount), Class Counsel costs (\$12,675.28), the Enhancement Award to named Plaintiff (\$7,500.00), settlement administration costs (\$10,000.00), the LWDA’s 75% share of the PAGA allocation (\$18,750.00), and aggrieved employees 25% share of same (\$6,250.00). S.A. ¶¶1.34, 3.2.5. The foregoing deductions from the Settlement Amount result in an estimated Net Settlement Amount of \$311,491.39. With participation by 382 class members, the simple average settlement payment calculates to \$815.42 ($\$311,491.39 \div 382$).

11. This Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on August 21, 2024. No new circumstances have cast any doubt on the propriety of the preliminary approval determination.

12. Plaintiff would likely encounter extreme difficulty in certifying most of the claims in this case because, while they may present substantial common liability issues, they also give rise to individual damages issues. There are substantial risks with respect to establishing the merits of Plaintiff’s claims. As explained in the briefing in support of the Motion for Preliminary Approval, the primary claim for unpaid wages required determinations at the individual level as to “why” any off-the-clock work was performed, a major impediment to class certification. Defendant contended that it satisfied their obligations under *Brinker*. Moreover, engaging in the inquiry of whether any late, short, or missed break was a result of employee choice or employer coercion would entail significant individualized inquiries affecting class treatment of the claims. Defendant vehemently denied that it engaged in any unlawful activity, failed to comply with the law in any respect, or has any liability to any person or entity under the claims asserted in the lawsuit.

13. Various considerations bore heavily on the negotiations allowing for the Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable compromise in view of the risks of further litigation.

14. An allocation method based on the number of workweeks worked during the Class Period is fair, adequate, and reasonable because it correlates to the extent of harm allegedly suffered based on the asserted claims.

15. A true and correct copy of my time and cost ledger for this matter is attached hereto as **Exhibit “2”**. My standard billing rate is \$450 per hour. The attached time entries represent at least 68.42 hours of work I have performed on this matter which brings my total lodestar to \$30,789 (68.42 x \$450). I anticipate working an additional 5 hours through conclusion of this matter resulting in an additional lodestar of \$2,250.00. As also reflected by the attached ledger, I have incurred \$756.71 in costs.

16. I have reviewed the lodestars of counsel submitted in support of the fee award and the total present and anticipated lodestar tallies to \$81,789. The application of a multiplier of 2.24 to that lodestar results in the \$183,333.33 requested fee award. ($\$183,333.33 \div \$81,789 = 2.24$). Notably, the submitted lodestars for Mooradian Law, APC do not include work performed by office staff in this matter.

17. To the extent lodestars of counsel are calculated at the higher Laffey Matrix rates (\$1,141 for Mr. Mooradian and \$948 for myself), the lodestar tallies to \$155,177.16. The application of a multiplier of 1.18 to this lodestar results in the \$183,333.33 requested fee award. ($\$183,333.33 \div \$155,177.16 = 1.18$). Attached hereto as **Exhibit “3”** is a true and correct copy of the latest Laffey Matrix.

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

Executed this 25th day of October 2024, in Calabasas, California.

/s/Haik Hacopian
Haik Hacopian, Declarant

EXHIBIT “1” – Notice of Entry of Order

1 Zorik Mooradian, Esq., CSB No. 136636
2 zorik@mooradianlaw.com
3 Haik Hacopian, Esq., CSB No. 282361
4 haik@mooradianlaw.com
5 MOORADIAN LAW, APC
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Electronically FILED by
Superior Court of California,
County of Los Angeles
9/03/2024 12:58 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Trinh, Deputy Clerk

10 Attorneys for: Plaintiff RAFAEL JIMENEZ, individually and on behalf of other
11 persons similarly situated and similarly aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14 RAFAEL JIMENEZ, individually and on
15 behalf of other persons similarly situated
16 and similarly aggrieved employees,

17 Plaintiffs,

18 v.

19 CARGO HS LLC, an active California
20 Limited Liability Company; and DOES 1
21 through 10,

22 Defendants.

Case No.: 21STCV15258

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Elihu M.
Berle in Dept. SS-6]

**NOTICE OF ENTRY OF ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Final Approval Hearing Date: Jan. 7, 2025
Final Approval Hearing Time: 9:00 a.m.
Department: SS-6

Action filed: April 21, 2021

Trial Date: Not yet set

23 **TO THE HONORABLE COURT, PARTIES, AND THEIR ATTORNEYS OF**
24 **RECORD:**

25 **PLEASE TAKE NOTICE** that, on August 27, 2024, the Order Granting Plaintiff's
26 Motion for Preliminary Approval of Class Action Settlement was entered by the Court, a true
27 and correct copy of which is appended hereto.

28 DATED: Sept. 3, 2024

MOORADIAN LAW, APC

1
2 By: /s/Haik Hacopian
3 **Zorik Mooradian,**
4 **Haik Hacopian,**
5 Attorneys for Plaintiff, individually and on
6 behalf of other persons similarly situated and
7 similarly aggrieved employees
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Attorneys for Plaintiff Rafael Jimenez, individually and on behalf of other persons similarly situated and similarly aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RAFAEL JIMENEZ, individually and on behalf of other persons similarly situated and similarly aggrieved employees,

Plaintiffs,

v.

CARGO HS LLC, an active California Limited Liability Company; and DOES 1 through 10,

Defendants.

Case No.: 21STCV15258

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Elihu M. Berle in Dept. SS-6]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL

Final Approval Hearing Date: Jan. 7, 2025

Final Approval hearing Time: 9:00 a.m.

Dept.: SS-6

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On August 21, 2024, the Court considered the motion of Plaintiff Rafael Jimenez for preliminary approval of the Parties' proposed class action Settlement.

The Court having read and considered the papers on the motion submitted by Class Counsel, having heard the presentation of Class Counsel and Defendant's counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having carefully considered the requirements for class certification, and having preliminarily determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED ADJUDGED, and DECREED that:

1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant to Cal. Rules of Court, rule 3.769;

2. The Settlement, as set forth in the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the best interests of the Settlement Class, and it is preliminarily approved. Except as expressly set forth herein, the Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement, and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth and shall have full force of an Order of this Court;

3. The Court finds that the notice plan set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Action, the terms of the Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of California law and federal due process law;

4. The proposed Settlement Class is provisionally certified under Civ. Code § 382, with the Class consisting of:

All hourly, non-exempt employees who are currently or have been employed by Defendant Cargo HS LLC in the State of California at any time during the period of April 21, 2017 through March 31, 2023. ("Class Period")

5. Plaintiff Rafael Jimenez is appointed as the Class Representative;

6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC are appointed

as Class Counsel for the class;

7. CPT Group is appointed as the third-party administrator (“Settlement Administrator”);

8. The proposed settlement of Plaintiff’s Private Attorneys General Act (the “PAGA”) claims is preliminarily approved;

9. Defendant shall provide data for the Settlement Class to the Settlement Administrator, in accordance with the Settlement Agreement, by **September 10, 2024**;

10. The proposed Class Notice, attached hereto as Exhibit A, is approved and shall be disseminated according to the notice plan described in the Settlement Agreement and substantially in the form submitted by **September 24, 2024**;

11. In conformity with the Class Notice, Settlement Class Members wishing to be excluded from the Settlement Class must submit a written request for exclusion requesting exclusion from the Settlement on or before the expiration of the opt out period by **November 25, 2024** (60 days after the date that the Class Notice is mailed);

12. In conformity with the Class Notice, any Settlement Class Member who does not opt out of the Settlement may object to the settlement, either personally or through an attorney, orally at the Final Approval Hearing or by providing written notice that the Settlement Class Member is objecting to the Settlement Administrator, which written notice must be postmarked no later than 60 days after the date that the Class Notice is mailed, or **November 25, 2024**;

13. A Final Approval Hearing will be held on **January 7, 2025 at 9:00 a.m.**, to determine if the proposed settlement should be granted final approval. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiff’s request for a Class Representative Service Payment, Class Counsel’s request for Attorney’s Fees, Class Counsel’s request for Costs, payment to the LWDA, and payment to the Settlement Administrator. Any Settlement Class Member who complies with the procedures and requirements specified in the Class Notice may appear at the Final Approval Hearing;

14. Class Counsel is to file and serve the Motion for Final Approval of Class

Action Settlement and for Awards of Class Representative Service Award, Attorneys' Fees, Costs, payment to the LWDA, and payment to the Settlement Administrator, by **October 25, 2024**;

15. The Settlement Administrator is to provide a declaration regarding notice administration by **December 23, 2024**;

16. The Parties are to submit responses to any objections by **December 23, 2024**; and

17. The Court shall retain jurisdiction necessary to effectuate this Order and consider all further applications out of or in connection with the Settlement.



Elihu M. Berle

Dated: 8/30/2024

By: Elihu M. Berle / Judge
Honorable Elihu M. Berle
Judge of the Superior Court

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

Rafael Jimenez, individually and on behalf of other persons similarly situated and similarly aggrieved employees v. Cargo HS LLC, Los Angeles Superior Court Case No. 21STCV15258

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

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against CARGO HS LLC (hereafter referred to as “CARGO”) for alleged wage and hour violations. The Action was filed by a former CARGO employee, Rafael Jimenez, (“Plaintiff”) and seeks payment of (1) unpaid wages and other relief for a putative class of hourly, non-exempt employees who worked for CARGO during the period from April 21, 2017 through March 31, 2023 (“Class Members”); and (2) penalties and other relief under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all hourly, non-exempt employees who worked for CARGO during the period from April 21, 2020 through March 31, 2023 (“Aggrieved Employees”).

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

Based on CARGO’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to CARGO’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the period of April 21, 2020 through March 31, 2023.

The above estimates are based on CARGO’s records showing that **you worked _____ workweeks** during the Class Release Period (the period of April 21, 2017 through March 31, 2023) and **you worked _____ workweeks** during the PAGA Release Period (the period of April 21, 2020 through March 31, 2023). If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for CARGO during the Class Period (the period of April 21, 2017 through March 31, 2023) and/or the PAGA Period (the period April 21, 2020 through March 31, 2023), you have two

basic options under the Settlement:

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against CARGO that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>November 25, 2024</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. CARGO must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>November 25, 2024</u>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>January 7, 2025</u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u>January 7, 2025 at 9:00 a.m.</u> You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u>November 25, 2024</u> _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Release Period and how many Pay Periods you worked at least one day during the PAGA Release Period, respectively. The number of Class Release Period Workweeks and number of PAGA Release Period Pay Periods you worked according to CARGO’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>November 25, 2024</u> . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former CARGO employee. The Action accuses CARGO of violating California labor laws by failing to pay overtime wages; minimum wages; wages due upon termination including accrued vacation wages and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Zorik Mooradian, Esq. and Haik Hacopian, Esq. of Mooradian Law, APC (“Class Counsel.”)

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

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

So far, the Court has made no determination whether CARGO or Plaintiff is correct on the merits. In the meantime, Plaintiff and CARGO hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By

signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and CARGO have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, CARGO does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) CARGO has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. CARGO Will Pay \$550,000 as the Gross Settlement Amount (Gross Settlement).
CARGO has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, CARGO will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 183,333.33 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$25,000 for PAGA Penalties, allocated 75% (\$18,750) to the LWDA PAGA Payment and 25% (\$6,250) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Release Period Pay Periods.

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

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Release Period Workweeks.

3. Taxes Owed on Payments to Class Members. Plaintiff and CARGO are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (CARGO will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. (sco.ca.gov)

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **November 25, 2024**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **November 25, 2024** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against CARGO.

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

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and CARGO have agreed that, in either case, the Settlement will be void: CARGO will not pay any money and Class Members will not release any claims against CARGO.
7. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and CARGO has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against CARGO or related entities for claims based on the facts alleged in the Action and resolved by this Settlement for the period of April 21, 2017 through March 31, 2023.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties (CARGO and each of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and CARGO’s counsel of record in the Action) from any and all claims under state, federal, or local law, whether statutory or common law arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, applicable Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the Action for (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide all meal breaks; (4) failure to provide all rest breaks, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay wages during employment and upon termination, (7) failure to maintain required records, (8) unfair business practices, and all claims for injunctive relief, liquidated damages, penalties, including all civil penalties under the Labor Code Private Attorneys General Act of 2004, interest, fees, and costs, and all other claims and allegations made that could have been made in the Action during the Class Release Period based on the facts and allegations in the Operative Complaint. Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside this Action.

9. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and

CARGO has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against CARGO, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against CARGO based on the facts alleged in the Action and resolved by this Settlement for the period of April 21, 2020 through March 31, 2023.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (CARGO and each of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and CARGO's counsel of record in the Action) from all claims for PAGA penalties (and associated fees and costs) that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice including (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide all meal breaks; (4) failure to provide all rest breaks, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay wages during employment and upon termination, and (7) failure to maintain required records.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Release Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Release Period and the number of PAGA Pay Periods you worked during the PAGA Release Period, as recorded in CARGO's records, are stated in the first page of this Notice. You have until **November 25, 2024** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and CARGO's Counsel. If the Administrator's decision is not satisfactory to you, your challenge will be submitted to the Court for resolution at the Final Approval Hearing. You can't appeal or otherwise challenge the Court's final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "Cargo HS Class Action Settlement", and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by November 25, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and CARGO are asking the Court to approve. At least 75 days before the January 7, 2025 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at

<https://www.cptgroup.com/case-list> or the Court's website at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is November 25, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as “Cargo HS Class Action Settlement” and include your name, current address, telephone number, and approximate dates of employment for CARGO and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on **January 7, 2025** at **9:00 a.m.** in Department SS-6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website at <https://www.cptgroup.com/case-list> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything CARGO and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group’s website at <https://www.cptgroup.com/case-list>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV15258. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Zorik Mooradian, Esq.

zorik@mooradianlw.com

Haik Hacopian, Esq.,
haik@mooradianlaw.com
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Tel: 1-818-487-1998
Fax: 1-888-783-1030

Settlement Administrator: CPT
Group, Inc.
info@cptgroup.com
50 Corporate Park
Irvine, CA 92606
Tel: 1-800-542-0900
Fax: 1-888-783-1030

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR
CARGO WITH INQUIRIES.**

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

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On **September 3, 2024**, I served on the parties of record in this action the foregoing document(s) described as:

**NOTICE OF ENTRY OF ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Scott Jang, Esq.
(scott.jang@jacksonlewis.com)
Jackson Lewis, P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Phone: (415) 394-9400
Fax: (415) 394-9401

Attorneys for Defendant Cargo HS LLC

Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

(Filed online at
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading the document(s) to the CASEANYWHERE service.

☒ **STATE** – I declare under penalty of perjury under the laws of the “State of California that the above is true and correct.

Executed on **September 3, 2024** at Calabasas, California.

/s/Haik Hacobian

Haik Hacopian

EXHIBIT “2” – Hours and Cost Ledger

HAIK HACOPIAN - TIME AND COST LEDGER - JIMENEZ v. CARGO HS

				MIN	HRS	
2021	3	5	Hours		140	Review initial records and intake file and assess re case, potential claims, proper parties
2021	4	20	Hours		60	Draft case initiating pleadings
2021	4	20	Hours		45	Prepare PAGA Notice Letter
2021	4	21	Hours		45	Finalize case initiating pleadings
2021	4	21	Costs	\$8.30		PAGA Notice Postage (Certified)
2021	6	7	Hours		50	Review initial court orders, assess re tasks on file, calendar dates and reminders, prepare service order for atty service
2021	6	15	Hours		15	Follow up re service and prep hearing continuance request
2021	6	21	Costs	\$82.36		OneLegal Service of Process Charges
2021	6	21	Costs	\$163.18		OneLegal Sub-Service of Process Charges
2021	6	30	Hours		15	Ph Call with client
2021	7	21	Hours		40	Review file and prep draft jt initial status conf statement
2021	7	30	Hours		20	Prep stip and order re hearing continuance
2021	8	5	Hours		20	Review case file and pleadings and assess re tasks on file, emails re same
2021	8	10	Hours		15	Prep CaseAnywhere e-service order
2021	8	13	Hours		20	Prep Notice of Rulings for 8/5 Init. Stat. Conf. Order
2021	8	21	Hours		15	Attn to CaseAnywhere service launch and service list
2021	9	24	Hours		30	Further work on draft ISC report, email to defense counsel
2021	9	29	Hours		15	Review def response to draft report and finalize for filing
2021	10	2	Costs	\$16.68		OneLegal Joint Report Filing Charges
2021	10	13	Hours		15	Prep with co-counsel for 10/14 hearing
2021	10	19	Hours		15	Review 10/14 Min Order and calendar dates and reminders for OSC
2021	11	5	Hours		15	Finalize and file ZM Decl re OSC, email to def counsel re their OSC response
2021	11	5	Costs	\$16.68		OneLegal Declaration Filing Charges
2021	11	23	Hours		75	Prepare First Amended Complaint and Notice fo Ruling for 11/19 ISC and finalize for filing, calendar dates and reminders
2021	11	24	Costs	\$16.68		OneLegal Amended Complaint/Notice of Ruling Filing Charges
2021	12	27	Hours		10	Review and index Answer to FAC
2022	1	27	Hours		50	Prepare initial set of written discovery
2022	2	2	Hours		15	Communications with def counsel re scheduling mediation
2022	2	9	Hours		15	Correspondence re mediator selection and scheduling
2022	2	10	Hours		20	Prep and circulate draft jt report, emails re same
2022	2	14	Costs	\$16.68		OneLegal Joint Report Filing Charges
2022	2	28	Hours		20	Prep and file Notice of Ruling re 2/24/22 Status Conf., calendar dates and reminders
2022	2	28	Hours		60	Review file and compile informal discovery requests for mediation and email re same
2022	2	28	Costs	\$16.68		OneLegal Notice of Ruling Filing Charges
2022	3	25	Hours		15	Review file and assess re status and outstanding tasks on file, send follow up email to def counsel re informal discovery for mediation
2022	4	19	Hours		15	Respond to client inquiry re case, follow up email to def counsel re outstanding informal discovery for mediation
2022	5	20	Hours		15	Furhter follow up on file and needs for mediation; email to def counsel re informal disc
2022	5	31	Hours		30	Review and assess initial informal disc production by Cargo and email to def counsel re same

2022	6	3	Hours		15	Attn to correspondence re mediation re-scheduling and assess re informal disc production timeline
2022	7	15	Hours		15	Prep and circulate draft jt report
2022	7	19	Costs	\$17.19		OneLegal Joint Report Filing Charges
2022	9	26	Hours		20	Review file re Nov. mediation and email to def counsel re outstanding issues
2022	10	3	Hours		10	Review file and email to office staff re client status inquiry
2022	11	7	Hours		10	Attn to service of Notice of Appearance of new counsel for Cargo
2023	2	1	Hours		15	Review file and email to new counsel re mediation and informal discovery
2023	2	10	Hours		10	Email follow up to def counsel re informal discovery
2023	2	21	Hours		35	Review informal class production and initiate analysis project for expert for mediation
2023	2	26	Hours		55	Review expert prelimin analysis of data and emails re same, review def counsel email re class metrics and data and fwd to expert, further follow up w/def counsel
2023	2	27	Hours		70	Review updated expert analysis and prep for mediation
2023	2	28	Hours		30	Further prep for mediation
2023	3	1	Hours		120	Prepare mediation brief
2023	3	2	Hours		30	Further mediation prep and email to def counsel
2023	3	3	Hours		300	Attend full-day mediation w/Lou Marlin, work on MOU
2023	3	9	Hours		120	Work on long-form settlement agreement and circulate
2023	3	15	Hours		15	Prep and circulate draft jt report
2023	3	15	Costs	\$17.66		OneLegal Joint Report Filing Charges
2023	3	21	Hours		45	Appear for Status Conference Remotely in Dept. SS-6, pre-hearing prep
2023	3	22	Hours		25	Prep, file, and serve Notice of Ruling re 3/21/23 Status Conference
2023	3	22	Costs	\$17.66		OneLegal Notice of Ruling Filing Charges
2023	4	4	Hours		10	Follow up re def review of draft settlement agreement
2023	4	21	Hours		50	Review def counsel redlines to long-form and respond
2023	4	21	Hours		15	Emails to admins requesting quotes for settlement administration
2023	4	27	Hours		65	Attn to def counsel changes and respond, emails re same; further work on redlines of parties
2023	4	28	Hours		60	Prep draft class notice based on draft long form and circulate
2023	5	4	Hours		30	Further work on long form based on def counsel requests, and circulate final version
2023	5	10	Hours		40	Further issue spot concerns with agreement and class/release period and communicate to def counsel
2023	5	10	Hours		60	Ph Call with client to review settlement docs and prep declaration
2023	5	11	Hours		20	Further changes to agreement and circulate
2023	5	15	Hours		25	Review further changes to agreement by def counsel and respond
2023	5	15	Hours		30	Ph call with def counsel and email re outstanding issues
2023	5	18	Hours		20	Further emails to def counsel re settlement issues
2023	5	26	Hours		15	Finalize and circulate final draft with final revisions
2023	6	1	Hours		30	Finalize client decl and send w SA for client signature, emails re same
2023	6	1	Hours		250	Work on prelim apprvl motion
2023	6	6	Hours		30	Emails re final execution of settlement papers and PA motion
2023	6	12	Hours		180	Work on prelim apprvl motion

2023	6	22	Costs	\$79.43		OneLegal Prelim Approval Motion Filing Charges
2023	7	10	Hours		10	Attn to min order continuing PA hearing, recalendaring
2023	10	20	Hours		45	Appear remotely for prelim approval hearing
2023	10	30	Hours		50	Prep NOR re 10/20 hearing, resolve issues re prelim apprvl papers identified by Court at the hearing and file and serve same
2023	10	31	Costs	\$17.66		OneLegal Notice Filing Charges
2023	11	6	Hours		40	Appear remotely for prelim approval hearing
2023	11	13	Hours		45	Prep NOR re 11/6 hearing, resolve issues with settlement agreement identified by Court at hearing and file and serve same
2023	11	14	Costs	\$17.66		OneLegal Notice Filing Charges
2023	11	30	Hours		60	Appear at Prelim Approval hearing remotely in Dept. SS6, pre hearing prep, and assessment re further steps re ct ruling re PA mtn
2023	12	6	Hours		30	Prep NOR re 11/30 PA hearing, file and serve, and calendar dates and reminders
2023	12	7	Hours		25	Assess changing settelement per issues raised by court, email to def counsel re same
2023	12	7	Costs	\$17.66		OneLegal Notice Filing Charges
2023	12	11	Hours		35	Work on amending settlement and emails to counsel
2023	12	13	Hours		20	Ph Call with def counsel re issues to inquire re settlement amendment and email re same
2023	12	28	Hours		15	Review file and follow up w def counsel
2024	1	5	Hours		15	Attn to stip to extend briefing sched provided by def counsel and email re same
2024	1	22	Hours		10	Follow up w def counsel re proceeding with amendments to SA
2024	1	24	Hours		15	Review notice of entry of order served by Def re briefing extension and calendar dates and reminders
2024	1	30	Hours		45	Review and assess def counsel 1/29 email and respond re potential angles on amending settlement, emails re same
2024	3	7	Hours		35	Ph Call with def counsel and email confirming approach to class notice
2024	3	7	Hours		10	Emails w admin re modification to mailing of two notices
2024	3	18	Hours		15	Email re updated settlement admin quote to def counsel
2024	4	23	Hours		60	Review and assess def counsel revisions to SA to reflect two notices and respond
2024	5	2	Hours		15	Email revised settlement agreemne to def snd client for signature
2024	5	13	Hours		30	Prep and file 2nd supp dec of HH re PA appending SA with Def's signatures
2024	5	13	Costs	\$19.71		OneLegal Supp. Brief Filing Charges
2024	5	20	Hours		20	Follow up on file and email to def counsel re settlement
2024	6	6	Hours		70	Review SA and class notice and make further changes and circulate to def counsel
2024	7	1	Hours		15	Further finalize amended agreement per def changes and circulate
2024	7	12	Hours		45	Prep Supp brief and supp decl and redline exhibits
2024	7	15	Costs	\$19.71		OneLegal Supp. Brief Filing Charges
2024	7	19	Hours		40	Appear remotely at 7/19 prelim apprvl hearing in SS6 (outage)
2024	8	21	Hours		40	Appear remotely at 8/21 prelim apprvl hearing in SS6

2024	8	21	Hours		45	Assess re ct order and timeline and prep notice of grant of prelim apprvl, file and serve, calendar the various dates and reminders
2024	8	22	Costs	\$19.71		OneLegal Notice Filing Charges
2024	8	27	Hours		35	Forward settlement apprvl package to CPT to commence notice process in light of PA
2024	8	27	Costs	\$19.71		OneLegal Order Filing Charges
2024	9	3	Hours		30	Retrieve conformed PA order and prep, file, and serve notice of entry of order, send to CPT
2024	9	4	Costs	\$19.71		OneLegal Notice Filing Charges
2024	9	12	Hours		20	Attn to admin of class notice and class data production by Cargo
2024	9	20	Hours		35	Review formatted notice docs, calculations, and respond re changes
2024	10	15	Hours		30	Asses re prep of final approval motion, request draft admin decl from CPT
2024	10	16	Hours		15	Review file and respond re class member inquiry re notice
2024	10	21	Hours		120	Work on FA motion
2024	10	22	Hours		120	Work on FA motion
2024	10	25	Costs	\$79.00		FA Motion Filing Charges (est.)
2024	10	25	Costs	\$19.00		Admin Final Decl Filing Charges (est.)
2024	10	25	Costs	\$19.00		Notice of Entry of Order Filing Charges (est.)
2024	10	25	Costs	\$19.00		Final Accting Decl. Filing Charges (est.)
				\$756.71	4105	68.42

EXHIBIT “3” – Laffey Matrix

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			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)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 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 $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 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.