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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

REGINALD JONES, individually, and
on behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

PAREX USA, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CVRI2102869

Honorable Harold W. Hopp
Department 1

**DECLARATION OF ARMAN MARUKYAN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND COSTS,
SERVICE AWARD, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, Et Seq.) Settlement Agreement and Award of
Attorneys' Fees and Costs, Service Award, and
Settlement Administration Costs; Declaration of
Plaintiff (Reginald Jones); Declaration of Proposed
Settlement Administrator (Lisa Mullins); and
[Proposed] Order and Judgment filed concurrently
herewith]

Reservation ID: 064201334549
Date: September 24, 2024
Time: 8:30 a.m.
Department: 1

Complaint Filed: June 24, 2021
Trial Date: None Set

DECLARATION OF ARMAN MARUKYAN

I, Arman Marukyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Reginald Jones (“Plaintiff”). I make this declaration in support of Plaintiff’s Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, Service Award, and Settlement Administration Costs (the “Motion”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

**LITIGATION AND REPRESENTATIVE AND
CLASS ACTION EXPERIENCE**

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In

October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the

State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or

representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree from Loyola Marymount University, Los Angeles in 2015 and earned my Juris Doctor degree from Pennsylvania State University, Penn State Law in 2019. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. During my employment with Lawyers for Justice, PC, I have worked on over one hundred (100) wage-and-hour class actions and PAGA representative actions, and my work has included, inter alia: researching and drafting pleadings; administrative notice exhaustion; drafting, negotiating, and finalizing stipulations and settlement agreements; taking and defending depositions; propounding and responding to written discovery; engaging in motion practice (including and not limited to, motions to compel arbitration, motions to compel discovery responses, motions for summary judgment and/or adjudication, and motions to remand); claims evaluation and analysis; making court appearances; and attending mediation. I have also successfully handled briefing and oral argument in the California Courts of Appeal. I am a member of the California Employment Lawyers Association, and California Lawyers Association's Labor and Employment Section and Litigation Section.

**EXAMPLES OF RESULTS IN REPRESENTATIVE
AND CLASS ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers for Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

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b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace

1 solutions, involving allegations of misclassification of the “Operations Manager” position. On
2 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
3 County Superior Court Case Number is BC478769.

4 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA representative action against a national retailer of household
6 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
7 final approval of the class and PAGA representative action settlement. The San Francisco
8 County Superior Court Case Number is CGC-13-532344.

9 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
11 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
12 motion for class certification. On October 20, 2017, the court granted final approval of the class
13 and PAGA representative action settlement. The Los Angeles County Superior Court Case
14 Number is BC474784.

15 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a national retailer of upscale
17 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
18 court granted final approval of the class and PAGA representative action settlement. The Los
19 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
20 Council Coordination Proceeding Number is 4794.

21 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
23 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
24 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

25 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of apparel, accessories, and home
27 products, involving allegations of misclassification of the “Department Manager” position. On
28 August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and

1 certified a class. On August 6, 2019, the court granted final approval of the class action
2 settlement. The Alameda County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a
4 real estate and property management company, on behalf of non-exempt employees. On
5 November 4, 2016, the court granted approval of the PAGA representative action settlement.
6 The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
9 non-exempt employees. On November 18, 2016, the court granted final approval of the class
10 and PAGA representative action settlement. The San Francisco County Superior Court Case
11 Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
18 the employer's motion to compel arbitration, which resulted in a published opinion by the
19 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
20 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
21 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
22 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
23 5046.

24 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class and PAGA representative action against a consumer packaging company,
26 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
27 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
28 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company
8 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
9 class and PAGA representative action settlement. The Orange County Superior Court Case
10 Number is 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement.
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and representative action against a global provider of flexible office space
19 solutions. On February 15, 2018, the court entered an order granting final approval of the class
20 and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
24 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
25 On March 10, 2023, the court granted final approval of the class action settlement. The Tulare
26 County Superior Court Case Number is VCU264528.

27 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
28 representative action against a behavioral health service provider on behalf of non-exempt

employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. On November 2, 2023, the court granted final

1 approval of the class and PAGA representative action settlement. The San Bernardino County
2 Superior Court Case Number is CIVDS1505744.

3 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
4 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
5 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
6 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
7 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
8 approval of the PAGA representative action settlement. The San Diego County Superior Court
9 Case Number is 37-2016-00005578-CU-OE-CTL.

10 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
11 wage-and-hour class and PAGA representative action against a large national drug testing
12 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
13 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
14 granted final approval of the class and PAGA representative action settlement. The San Diego
15 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

16 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
18 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020,
19 the court granted in part the plaintiff's motion for class certification and certified a class. The
20 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
21 Judicial Council Coordination Proceeding Number is 4930.

22 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a plastic packaging company on
24 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs'
25 motion for class certification and certified a class. On November 8, 2021, the court granted
26 approval of the partial settlement of the action. On April 22, 2024, the court granted approval
27 of the PAGA settlement and entered an order dismissing the action. The San Bernardino County
28 Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

nn) LFJ represented the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Case Number is CGC-20-582809.

THE SETTLEMENT REACHED IN THE ACTION

(CMO, §§ (D)(1)(a)-(c))

8. This subsection addresses section (D)(1) of the Court's PAGA Case Management Order guidelines for this Court (the "CMO").

9. **The Settlement Agreement. (CMO, § (D)(1)(a).)** Attached hereto as "EXHIBIT 1" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff

Reginald Jones, for himself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Parex USA, Inc. (“Defendant”). The parties have also drafted and agreed to the form and content of a proposed cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them in substantially the form attached as “EXHIBIT A” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, Service Award, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

10. **Mediation. (CMO, § (D)(1)(b).)** On February 7, 2024, the parties participated in a full-day mediation with mediator Brandon McKelvey, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Although the parties did not settle the matter on February 7, 2024, the parties continued settlement discussions thereafter, facilitated by Mr. McKelvey. In the course of mediation and settlement negotiations, the parties discussed and considered all aspects of the case, including the risks and delays of arbitration proceedings with respect to Plaintiff’s individual PAGA claim that was compelled to arbitration and proceeding with trial on the non-individual PAGA claim, the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, reporting time pay, Industrial Wage Orders, arbitration agreements, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. Ultimately, the parties reached a settlement on or about February 14, 2024, based on Mr. McKelvey’s mediator’s proposal. During all settlement discussions, the parties conducted their negotiations at arm’s length in an adversarial position.

11. **Submission of the PAGA Notice and the Settlement Agreement to the LWDA. (CMO, § (D)(1)(c).)** On April 19, 2021, Plaintiff’s Counsel provided the PAGA Notice, attached hereto as “EXHIBIT 2,” to the LWDA via online submission and to Defendant via U.S. Certified Mail. Aside from confirmation of receipt, the LWDA did not respond to the PAGA Notice. In conformity with California Labor Code section 2699(1)(2), Plaintiff’s Counsel

1 is submitting the Settlement Agreement to the LWDA on the same day that the Motion for
2 Approval (along with the Settlement Agreement) is being filed with Court; as set forth in the
3 Proof of Service filed concurrently herewith, Plaintiff's Counsel is uploading the Motion for
4 Approval and supporting papers (along with the Settlement Agreement) to the LWDA website
5 in addition to serving Defendant's counsel with the papers.

6 **PAGA PENALTIES**

7 **(CMO, § (D)(2))**

8 12. **Nature of the Alleged Violations. (CMO, § (D)(2)(a).)** As alleged in the PAGA
9 Notice and in the Complaint in this Action, Plaintiff alleges that Defendant violated the
10 California Labor Code, with respect to the Aggrieved Employees, by failing to pay minimum,
11 regular, and overtime wages, failing to provide compliant meal and rest periods and associated
12 premiums, failing timely to pay wages during employment and upon termination of
13 employment, failing to provide complete and accurate wage statements, failing to keep complete
14 and accurate payroll records, and failing to reimburse necessary business-related expenses and
15 costs. Plaintiff alleges violations of California Labor Code sections 201, 202, 203, 204, 226(a),
16 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial
17 Welfare Commission Wage Orders, including, *inter alia* Wage Orders 1-2001, 4-2001, 7-2001,
18 and 16-2001. Defendant disputes Plaintiff's allegations and denies that it violated any
19 provisions of the California Labor Code of Industrial Welfare Commission Wage Orders.
20 Defendant asserts that it maintained, and continues to maintain, legally-compliant employment
21 policies and practices. Defendant has vigorously defended Plaintiff's allegations and has
22 indicated it would continue to do so absent settlement.

23 13. **Number of Alleged Individual Violations. (CMO, § (D)(2)(b).)** The PAGA
24 Period for this matter is October 24, 2019 to the date the Court approves the Settlement.
25 (Settlement Agreement, § 3(a)(5).) It is estimated that there are approximately 127 Aggrieved
26 Employees who worked approximately 12,157 pay periods during the PAGA Period. (*Id.* §
27 3(b).)

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1 14. **Total Amount of Potential Penalties. (CMO, § (D)(2)(c).)** Under PAGA, as
2 amended, civil penalties to be assessed and collected by the state labor agency, for a violation
3 of the California Labor Code, may, as an alternative, be recovered by an aggrieved plaintiff. If
4 the California Labor Code already specifies and provides a civil penalty for the violation of a
5 provision of the California Labor Code, said civil penalty is recoverable by the aggrieved
6 employee plaintiff. Additionally, the PAGA statute establishes a civil penalty that is recoverable
7 by an aggrieved employee plaintiff, for violation of provisions of the California Labor Code for
8 which the California Labor Code does not specifically provide for a civil penalty, as follows:
9 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
10 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
11 violation. Cal. Lab. Code. § 2699(f). Pursuant to California Labor Code section 2699(i),
12 seventy-five percent (75%) of the penalties recovered must be allocated to the State of
13 California, with the remaining twenty-five percent (25%) allocated to the aggrieved employees.
14 Arguably, the statute of limitations period applicable to such penalties is one year prior to the
15 filing of the complaint. Cal. Civ. Proc. Code § 340. Plaintiff's Counsel estimates the following
16 potential and risk-adjusted amounts for PAGA penalties:

17 **A. Failure to Pay Wages**

18 15. Plaintiff contended that Defendant failed to compensate Plaintiff and the
19 Aggrieved Employees at their applicable minimum, regular, and overtime wages, and failed to
20 compensate them for all hours that they worked. Plaintiff contended that Plaintiff and other
21 Aggrieved Employees were required to meet unreasonable workloads that were not capable of
22 being completed within the work hours scheduled, and that Plaintiff and other Aggrieved
23 Employees were required to perform work off-the-clock.

24 16. California Labor Code section 510 provides that when an employee works more
25 than eight (8) hours in any workday, more than forty (40) hours in any workweek, or the first
26 eight (8) hours on the seventh consecutive day of work, the employer must pay the employee at
27 least one and one-half times the employee's regular rate of pay for such overtime hours worked.
28 The employer must pay the employee no less than twice his or her regular rate of pay for hours

1 worked in excess of twelve (12) hours in one day or in excess of eight (8) hours on the seventh
2 consecutive day of work. California Labor Code section 1198 and the applicable Industrial
3 Welfare Commission (“IWC”) Wage Order(s) provide that it is unlawful to employ persons
4 without compensating them at a rate of pay either time-and-one-half or two-times that person’s
5 regular rate of pay, depending on the number of hours worked by the person on a daily or weekly
6 basis.

7 17. California Labor Code section 1197 provides that it is unlawful to pay employees
8 at a rate less than the minimum wage. California Labor Code section 1197.1 provides for
9 penalties; the penalties that it provides for are civil penalties of one hundred dollars (\$100) for
10 an initial violation for each pay period on which an employee was underpaid and two hundred
11 fifty dollar (\$250) for each subsequent violation for each pay period on which an employee was
12 underpaid. Cal. Lab. Code §§ 1197.1(a)(1)-(2).

13 18. Investigations show that Plaintiff and other Aggrieved Employees were regularly
14 required to wait in line to punch into Defendant’s timekeeping system, and Plaintiff and other
15 Aggrieved Employees were also required to complete heavy workloads within their scheduled
16 work times and were discouraged from working overtime hours due to strict company policy.
17 As a result, Plaintiff and other non-exempt hourly paid employees were required to perform job
18 duties such as driving forklifts, stacking pallets, and sweeping the work area before and after
19 clocking in and out for their scheduled shifts, and during meal and rest periods.

20 19. Defendant contended, *inter alia*, that its overtime policies and practices comply
21 with California law, and that its hourly-paid or non-exempt employees are paid over the
22 California minimum wage for all hours worked. Defendant further contended that its hourly-
23 paid or non-exempt employees were responsible for accurately recording their own hours and
24 that it was not aware that any work had been performed off-the-clock. Defendant also produced
25 what it contended were records reflecting overtime compensation paid to many of the Aggrieved
26 Employees (including and not limited to Plaintiff). Defendant further contended that individual
27 liability issues predominate, including: (a) whether each employee worked off-the-clock; (b)
28 whether Defendant knew or should have known about each employee’s off-the-clock work; (c)

whether each employee worked in excess of 8 hours in a day or 40 hours in a week; and (d) whether Defendant knew or should have known that each Aggrieved Employee performed overtime work. Defendant also contended that the Aggrieved Employees held different job titles and performed different job duties. Defendant contended that these circumstances would raise highly individualized questions of fact and would pose challenges to the merits of alleged overtime and minimum wage violations. Additionally, Defendant contended that although there are 12,157 pay periods from October 24, 2019 to December 24, 2023, Defendant compensated employees on a weekly basis, and thus had a weekly pay period, beginning on January 1, 2021. Thus, Defendant contended that it would be unfair to punish it for having a weekly pay period, and that the penalties should be calculated based on a bi-weekly pay period, which would decrease the total number of pay periods significantly.

20. Plaintiff's Counsel considered information obtained through investigations and obtained from Plaintiff, as well as data provided by Defendant, and created valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative basis, and that it could be shown that civil penalties under California Labor Code are owed for each of the Aggrieved Employees who were estimated to have worked 12,157 pay periods during the PAGA Period (i.e., from October 24, 2019), in the statutorily-denominated amounts, the PAGA penalties at issue for failure to pay overtime wages were estimated to be \$1,209,350.00 (127 initial violations x \$50 + 12,030 subsequent violations x \$100) and the PAGA penalties at issue for failure to pay minimum wages were estimated to be \$3,020,200.00 (127 initial violations x \$100 + 12,030 subsequent violations x \$250).

21. However, this assumes an exposure based on Plaintiff having demonstrated all elements to prove wage violations, despite risks associated with continued litigation and trial. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case and took into consideration the evidence and information obtained through investigations as well as from Defendant, applicable statutory and case law, costs and expenses of further litigation, and risks to recovery, and applied

appropriate discounts for settlement purposes. With respect to the failure to pay overtime wages, a discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements (after all, Defendant successfully compelled arbitration on an individual-basis as to Plaintiff) and demonstrating manageability (bringing the value of PAGA penalties closer to \$241,870.00), a 75% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$60,467.50.00), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (especially in light of Defendant's weekly pay periods) (bringing the value of PAGA penalties closer to \$15,116.88). With respect to the failure to pay minimum wages, a discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of PAGA penalties closer to \$604,040.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$151,010.00), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (especially in light of Defendant's weekly pay periods) (bringing the value of PAGA penalties closer to \$37,752.50).

B. Failure to Provide Compliant Meal Periods and Associated Premiums

22. Plaintiff's theory of liability was also based on Defendant's failure to provide timely, full, and/or uninterrupted meal periods. Plaintiff contended, *inter alia*, that Plaintiff and other Aggrieved Employees regularly suffered short, late, or missed meal periods due to severe understaffing, heavy workloads, and strict deadlines.

23. Under California law, an employer must provide an employee with uninterrupted meal periods of not less than thirty (30) minutes before the employee works more than five (5) hours, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee. Cal. Lab. Code § 512(a). A second meal period of not less than thirty (30) minutes is required if an

1 employee works more than ten (10) hours per day, except that if the total hours worked is no
2 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
3 employer and employee only if the first meal period was not waived. *Id.* An “on-duty” meal
4 period is illegal unless “the nature of the work prevents an employee from being relieved of all
5 duty and when by written agreement between the parties an on-the-job paid meal period is
6 agreed to.” IWC Wage Orders 1 through 15, § 11; IWC Wage Order 16, § 10. An employer
7 must pay each employee to whom it fails to “provide” a meal period one hour of wages at his or
8 her regular rate of pay “for each work day that the meal or rest period is not provided.” Cal.
9 Lab. Code § 226.7(b). However, employees are exempt from the meal period requirements if
10 their duties and responsibilities qualify for one or more of the exemptions under California law.
11 See Cal. Lab. Code § 226.7(e); IWC Wage Orders 3 through 11, § 1(A).

12 24. Investigations show that Plaintiff and other Aggrieved Employees suffered non-
13 compliant meal periods (i.e., missed, short, late, and/or interrupted) due to severe understaffing
14 and time-sensitive tasks, including but not limited to pressure from Defendant to prioritize tasks,
15 such as stacking pallets, over taking full and compliant meal periods. In addition, meal breaks
16 were regularly short or interrupted, as supervisors spoke with Plaintiff and other Aggrieved
17 Employees during breaks requesting or providing updates regarding work or requiring Plaintiff
18 and Aggrieved Employees to come back to work before their meal break was done. Plaintiff’s
19 Counsel’s analysis of a 34.65% sampling of time records produced by Defendant from October
20 24, 2019 to December 24, 2023 indicated that of the 18,758 shifts analyzed, approximately
21 18,434 shifts were eligible for a meal period (i.e., approximately 98.27% of all shifts analyzed),
22 and approximately 20.36% of those meal period eligible shifts had a recorded meal violation,
23 and approximately 66.17% of those meal period eligible shifts had recorded meal periods of
24 exactly 30-minutes or 60-minutes of length.

25 25. Defendant contended that it had practices, policies, and procedures to provide
26 meal periods every workday to its employees that fully complied with the law. To the extent
27 that Aggrieved Employees failed to take their meal periods or took a short or late meal period,
28 Defendant contended that they did so voluntarily and that all applicable meal periods were still

provided to them. Thus, Defendant argued that it did not act unlawfully to deprive Aggrieved Employees of meal periods. Defendant further contended that there were multiple individual issues that would pose challenges including and not limited to, (a) whether any meal periods were non-compliant and (b) why they were noncompliant. Defendant also contended that the Aggrieved Employees held different job titles and performed different job duties, and that as a result, there was variation to the circumstances that could allegedly cause the employees to be deprived of the opportunity to take legally-compliant, duty-free meal periods, and this variation in circumstances raised highly individualized questions of fact. Additionally, Defendant contended that although there are 12,157 pay periods from October 24, 2019 to December 24, 2023, Defendant compensated employees on a weekly basis, and thus had a weekly pay period, beginning on January 1, 2021. Thus, Defendant contended that it would be unfair to punish it for having a weekly pay period, and that the penalties should be calculated based on a bi-weekly pay period, which would decrease the total number of pay periods significantly.

26. Plaintiff's Counsel considered information obtained through investigations and obtained from Plaintiff, as well as data provided by Defendant, and created valuation models. Based thereon, and assuming that a court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative basis, and that it could be shown that civil penalties under the California Labor Code are owed for each of the Aggrieved Employees during the PAGA Period, in the statutorily-denominated amounts, the PAGA penalties at issue for failure to provide compliant meal periods and associated premiums, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$1,209,350.00 (127 initial violations x \$50 + 12,030 subsequent violations x \$100).

27. Plaintiff's Counsel considered the risk of further litigating the case, including the significant additional costs that will be incurred by both sides if the case does not settle, as litigating a representative action through trial and/or appeals is very expensive. Moreover, litigating the meal period claim would be inherently difficult as it would need to be proven that compliant meal periods were not provided, but time records would not indicate whether or not

a meal period was interrupted. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case, statutory and case law, costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for settlement purposes. A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of PAGA penalties closer to \$241,870.00), a 70% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$72,561.00), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (especially in light of Defendant's weekly pay periods) (bringing the value of PAGA penalties closer to \$21,768.30).

C. Failure to Provide Compliant Rest Periods and Associated Premiums

28. Plaintiff's theory of liability was also based on Defendant's failure to provide its employees with timely, full, and/or uninterrupted rest periods. Plaintiff contended that Plaintiff and other Aggrieved Employees regularly suffered missed, short, late and/or interrupted rest breaks for the same reasons as described above for why meal breaks were often non-compliant. California law requires an employer to provide rest periods to all employees at the rate of ten (10) minutes every four (4) hours of work or major fraction thereof. Cal. Lab. Code § 226.7. When an employer fails to provide a compliant rest period, the employer is required to either (a) provide another rest period or (b) pay one additional hour of pay at the regular rate of pay "for each work day that the meal or rest period is not provided." *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 271-272; Cal. Lab. Code § 226.7(b). However, employees are exempt from the rest breaks law, if their duties and responsibilities qualify for one or more of the exemptions under California law. See Cal. Lab. Code § 226.7(e); IWC Wage Order, § 1(A).

29. Defendant argued that, consistent with *Brinker*, it did nothing to impede, discourage, or dissuade employees from taking their rest periods, and it authorized and permitted employees to take rest periods.

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30. Plaintiff's Counsel considered information obtained through investigations and obtained from Plaintiff, as well as data provided by Defendant, and created valuation models. Based thereon, and assuming that the Court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative basis, and that it could be shown that civil penalties under the California Labor Code are owed for each of the Aggrieved Employees during the PAGA Period, in the statutorily-denominated amounts, the PAGA penalties at issue for failure to provide compliant rest periods and associated premiums, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$1,209,350.00 (127 initial violations x \$50 + 12,030 subsequent violations x \$100).

31. In assessing the value of the PAGA penalties for rest period violations, Plaintiff's Counsel considered the risk of further litigating the case, as well as significant additional costs that will be incurred by both sides if the case does not settle, as litigating a representative action through trial and/or appeals is very expensive. Moreover, litigating the rest period claim would be inherently difficult as it would first need to be proven that compliant rest periods were not provided, but time records would not indicate whether a rest period is short, late, interrupted, or missed entirely. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case and applied discounts for settlement purposes in light of applicable statutory and case law, the costs and expenses of further litigation, and risks to recovery. A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of PAGA penalties closer to \$241,870.00), a 70% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$72,561.00), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (especially in light of Defendant's weekly pay periods) (bringing the value of PAGA penalties closer to \$21,768.30).

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D. Failure to Timely Provide Wages During Employment and Upon Termination

32. California Labor Code section 204 provides that wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed. Further, all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, are due and payable between the 1st and the 10th day of the following month.

33. Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).)

34. California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. If an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours of quitting, unless the employee has given seventy-two (72) hours of notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

35. Plaintiff alleged that Defendant failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California law. For example, Plaintiff alleged that he and other Aggrieved Employees are entitled to unpaid wages arising from, *inter alia*, Defendant's failure to properly compensate

1 them for all hours worked, as well as, meal and rest period premiums, thereby triggering waiting-
2 time penalties under California Labor Code section 203.

3 36. Assuming that a court would be satisfied that the PAGA claim was susceptible to
4 being efficiently tried and adjudicated on a representative basis, the civil penalties under the
5 California Labor Code in connection with the alleged failure to timely pay all wages due upon
6 termination to the approximately sixty-six (66) Aggrieved Employees who separated from
7 employment with Defendant, which the Court could determine whether or not to assess and
8 whether or not to reduce, were estimated to be \$6,600.00 (66 violations x \$100 civil penalties).
9 However, this presumes that Plaintiff would prevail on the allegations regarding unpaid wages
10 and meal and rest period non-compliance, which is necessary to show that Defendant failed to
11 timely pay wages that were due to the Aggrieved Employees.

12 37. Accordingly, in assessing the value of PAGA penalties premised on the failure to
13 timely pay wages, Plaintiff's Counsel took into consideration the chances of proving the alleged
14 wage-and-hour violations, as well as the costs and expenses of further litigation, applicable
15 statutory and case law, and risks to recovery, and applied appropriate discounts for settlement
16 purposes. A discount of 80% was applied to account for the risks associated with Defendant's
17 arbitration agreements and demonstrating manageability (bringing the value of PAGA penalties
18 closer to \$1,320.00), a 75% discount was applied to account for the risks associated with
19 succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer
20 to \$330.00), and a discount of 75% was applied to account for the risks associated with the Court
21 exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery
22 (especially in light of Defendant's weekly pay periods) (bringing the value of PAGA penalties
23 closer to \$82.50.00).

24 **E. Wage Statement Violations**

25 38. Plaintiff also alleged that Defendant violated California Labor Code section
26 226(a). That section states that an employer must provide an accurate and itemized wage
27 statement twice a month or each time wages are paid, whichever is the more frequent.
28

39. Based on information and data provided by Defendant, and assuming that an injurious wage statement could be proven for each of the pay periods worked by Aggrieved Employees during the PAGA Period, the PAGA civil penalties under the California Labor Code (in the statutorily-denominated amounts) for failure to provide compliant wage statements, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$12,061,750.00 (127 initial violations x \$250 + 12,030 subsequent violations x \$1,000).

40. Defendant contended that any wage statement violations are entirely derivative of other alleged violations of the California Labor Code. In other words, Plaintiff would have to prove, for example, that overtime was worked, that all hours of work had not been properly recorded and compensated to demonstrate that the wage statements were inaccurate. Defendant further contended, *inter alia*, that no actual injury could be shown. When assessing the value of PAGA penalties for wage statement violations, Plaintiff's Counsel considered these factors, the derivative nature of this alleged wage-and-hour violation, the chances of proving each of other alleged wage-and-hour violations, applicable statutory and case law, costs and expenses of further litigation and trial, and risks to recovery, and applied appropriate discounts for settlement purposes. A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of PAGA penalties closer to \$2,412,350.00), a 80% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$482,470.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (especially in light of Defendant's weekly pay periods) (bringing the value of PAGA penalties closer to \$96,494.00).

F. Failure to Maintain Requisite Payroll Records

41. Plaintiff alleged that Defendant had intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily by, and the wages paid to, Plaintiff and the Aggrieved Employees. Plaintiff also alleged that Defendant's intentional

1 and willful failure to keep accurate payroll records violated the statutorily-protected right to
2 accurate and complete payrolls records.

3 42. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
4 central location in the state or at the plants or establishments at which employees are employed,
5 payroll records showing the hours worked daily by and the wages paid to, and the number of
6 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
7 respective plants or establishments. These records must be kept in accordance with rules
8 established for this purpose by the Labor Commissioner, but in any case, shall be kept on file
9 for not less than three years. Under California Labor Code section 1174.5, a willful violation of
10 the employer's recordkeeping obligations set forth in California Labor Code 1174(d) is subject
11 to a civil penalty of \$500.

12 43. Defendant contended that Plaintiff and Aggrieved Employees suffered no actual
13 injury or damage from the alleged recordkeeping violations. Moreover, Defendant contended
14 that individual liability issues predominated, including (a) whether each Aggrieved Employees'
15 payroll records were not maintained properly, and (b) whether Defendant's alleged failure to
16 keep requisite payroll records was "willful." Like the wage statement allegations, this allegation
17 is entirely derivative of allegations regarding failure to pay wages and failure to provide
18 compliant meal and rest periods and associated premiums.

19 44. If Plaintiff proved that Defendant willfully failed to maintain complete and
20 accurate payroll records for 127 Aggrieved Employees, the PAGA civil penalties under the
21 California Labor Code for said violations, which the Court could determine whether or not to
22 assess and whether or not to reduce, would amount to \$63,500.00 (127 aggrieved employees x
23 \$500). However, this figure assumes that Plaintiff would be able to prove all elements of the
24 underlying allegations. In other words, Plaintiff would have to prove, for example, that all hours
25 of work had not been recorded and compensated properly and accurately, and that non-
26 compliant meal and rest breaks did occur, but Defendant did not provide premium pay for them,
27 etc., in order to demonstrate that Defendant failed to maintain accurate and complete payroll
28

records. It also assumed that Plaintiff would be able to recover the statutorily-denominated amount of penalties.

45. As such, when assessing the value of PAGA penalties for violation of California Labor Code section 1174(d), Plaintiff's Counsel took the foregoing factors into account, as well as Defendant's defenses and contentions, the derivative nature of this alleged wage-and-hour violation, the chances of proving the other alleged wage-and-hour violations, the inherent difficulty in proving the "willful" prong of California Labor Code section 1174.5, applicable statutory and case law, costs and expenses of further litigation and trial, and risks to recovery, and applied appropriate discounts for settlement purposes. A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of PAGA penalties closer to \$12,700.00), a 80% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$2,540.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (especially in light of Defendant's weekly pay periods) (bringing the value of PAGA penalties closer to \$508.00).

G. Unreimbursed Business Expenses

46. Plaintiff contended that Defendant had failed to reimburse Plaintiff and the other Aggrieved Employees for necessary business expenses, including, but not limited to, the costs associated with using personal phones for business-related purposes, and purchasing and maintaining footwear to comply with Defendant's footwear requirements.

47. California Labor Code section 2802 requires an employer to indemnify its employees for all necessary expenditures made by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

48. Defendant contended that it had a policy and practice of reimbursing employees for necessary business-related expenses. Defendant contended that, with respect to the alleged expenses for which Plaintiff and Aggrieved Employees never requested reimbursement from Defendant, it did not know and had no reason to know that alleged business-related expenses

1 had been incurred. Defendant further contended that the reason for why an Aggrieved Employee
2 was required to undertake certain expenses, while not others, and failed to receive
3 reimbursement for certain expenses while receiving reimbursement for others, would raise
4 individual issues and pose challenges to manageability at trial.

5 49. Defendant also contended that the California Labor Code only requires
6 reimbursement of “necessary” expenses—as opposed to any expense that is incurred in the
7 course of performing work—and argued that distinguishing a necessary expense from an
8 unnecessary one would require individualized inquiry. See, Cal. Lab. Code § 2802; *Gattuso v.*
9 *Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Defendant contended that whether or not
10 an expense was necessary, would depend, in part, on the reasonableness of the employee’s
11 choice, and whether or not an expense was incurred, would have to be established by way of
12 extensive individual factual inquiry and/or statistical evidence. *Cochran v. Schwan’s Home*
13 *Services, Inc.* (2014) 228 Cal.App.4th 1137. Counsel also considered case law and labor agency
14 policy guidance, indicating that stating a preference for and/or requiring clothing, does not
15 trigger the employer’s obligation to reimburse for said required clothing, e.g., courts have found
16 that employers may specify basic wardrobe items which have “usual and generally usable in the
17 occupation” without requiring the employer to pay for and/or furnish such items, and that only
18 clothing or footwear of a distinctive design and/or color could be considered a “uniform” within
19 the meaning of the California Labor Code. See, e.g., *Townley v. BJ’s Restaurants, Inc.* (2019)
20 37 Cal.App.5th 179, 184-186.

21 50. By Plaintiff’s calculation, if Plaintiff proved that Defendant willfully failed to
22 reimburse necessary business-related expenses for each of the Aggrieved Employees each pay
23 period during the PAGA Period, the PAGA civil penalties under the California Labor Code (in
24 the statutorily-denominated amounts) for failure to reimburse business expenses, which the
25 Court could determine whether or not to assess and whether or not to reduce, were estimated to
26 be \$2,418,700.00 (127 initial violations x \$100 + 12,030 subsequent violations x \$200).
27 Additionally, Plaintiff’s Counsel took into consideration the additional costs attendant to, and
28 risk of, establishing that expenses were incurred and that the nature of the expenses were such

that Defendant was required to reimburse them. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel considered the realities of Defendant's arguments, the costs and expenses of further litigation and trial, the statutory and case law, and the risks to recovery, and applied appropriate discounts for settlement purposes. A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of PAGA penalties closer to \$483,740.00), a 80% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$96,748.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (especially in light of Defendant's weekly pay periods) (bringing the value of PAGA penalties closer to \$19,349.60).

H. Risks Considered in Reaching Settlement.

51. Although the potential PAGA penalties at issue in this matter are substantial, there are also significant risks. First, there is the risk that Defendant would be able to establish a defense or defenses to liability. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained and continues to maintain that it had legally-compliant employment policies and practices throughout the PAGA Period. Defendant denied and continues to deny that it ever violated any provision of the California Labor Code and argued, that, even if, *arguendo*, such violations occurred, it will not be treated as having engaged in subsequent violations giving rise to heightened penalties. In other words, Defendant argued that heightened civil penalties for subsequent violations would not be assessed unless it could be shown that Defendant had notice that it was violating the law, e.g. because it had already been cited by a labor agency or adjudged by a court to have done so. *See, e.g., Amaral v. Cintas Corp.* No. 2 (2008) 163 Cal.4th 1157, 1209. Defendant argued that it would be able to show a lack of

1 willfulness in the violations, such that the alleged California Labor Code violations would not
2 be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a
3 penalty was shown for each pay period, only the lower civil penalty associated with initial
4 violations would apply.

5 52. Importantly, Defendant also contended that the claims of Plaintiff and other
6 Aggrieved Employees are subject to enforceable arbitration agreements. Defendant contended
7 that these agreements would have claim preclusive impact, or otherwise, could effectively be
8 used to require Aggrieved Employees to engage in individual arbitration of their individual
9 claims on which the PAGA claim is predicated. After all, Defendant already sought to enforce
10 its arbitration agreement with Plaintiff and obtained an order compelling Plaintiff to arbitration
11 on an individual basis on April 25, 2023. There is uncertainty regarding PAGA claims due to
12 decisions of the high courts and recent amendment of the PAGA statute. The decisions of the
13 high courts include, and are not limited to the U.S. Supreme Court’s decision in *Viking River*
14 *Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, and the California Supreme Court’s decision in
15 *Adolph v. Uber Technologies*, (2023) 14 Cal.5th 1104. The decision by the California Supreme
16 Court in *Adolph v. Uber Technologies* confirms that PAGA representative claims are viable and
17 can continue to be prosecuted, however it also suggests, that trial courts will stay the
18 representative/non-individual PAGA claims pending arbitration of a plaintiff’s individual
19 PAGA claims (as was done in this very lawsuit). (See *Adolph v. Uber Technologies*, (2023) 14
20 Cal.5th 1104, 1124-1125.) The *Adolph v. Uber Technologies* decision also suggests that, if a
21 plaintiff is determined to not be an “aggrieved employee” for PAGA purposes, issue preclusion
22 could apply and, once reduced to a final judgment, trial courts are bound by the arbitrator’s
23 determination and the plaintiff loses standing to pursue non-individual PAGA claims. (See *Id.*,
24 1123-1124.) Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024,
25 adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,
26 capping civil penalties that can be assessed against an employer if an employer meets certain
27 conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties
28 if an employer meets certain conditions, has created uncertainty regarding the future of claims

1 for civil penalties under PAGA. As such, at the time that the parties reached the settlement,
2 and also now, there is uncertainty regarding the PAGA claim.

3 53. Second, even if Defendant failed on its defenses, Plaintiff would inevitably face
4 other challenges in court. As discussed above, Plaintiff's individual claim was compelled to
5 arbitration. Nevertheless, with respect to the non-individual PAGA claim, Defendant
6 challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's
7 other employees, with respect to whom Plaintiff seeks civil penalties, were aggrieved. Aside
8 from challenges relating to standing, Defendant would have likely sought bifurcation of
9 discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for
10 example, limiting discovery or trial of the issues to plaintiff. Defendant also contended that an
11 important feature of the PAGA statute is that a court has discretion to reduce the penalties to be
12 assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As
13 discussed above, Defendant denied and continues to deny that it ever violated any provision of
14 the California Labor Code. Defendant also argued that trial courts are unlikely to assess
15 cumulative penalties for the maximum number of possible, separate California Labor Code
16 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially
17 where certain conduct may be regulated by multiple provisions of the California Labor Code
18 that are interrelated and work in tandem.

19 54. Counsel for the parties invested time reviewing, analyzing, and considering
20 relevant information, documents, and data regarding Plaintiff's and Aggrieved Employees'
21 employment with Defendant, and this information made it possible to calculate the potential
22 value and strength of the PAGA claim. Accordingly, the parties have conducted adequate
23 investigation and review of information to be sufficiently apprised of the nature and extent of
24 the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement
25 for its fairness, adequacy, and reasonableness. The parties have agreed that this case is well-
26 suited for settlement given the legal issues relating to the PAGA claim, as well as the costs,
27 risks, and delays to both sides that would attend arbitration and court proceedings. The
28 Settlement takes into account the strengths and weaknesses of each side's position, the facts and

circumstances of the case, and the uncertainty of how the case might have concluded in arbitration proceedings, at trial, and/or upon appeal. For example, because the Court granted Defendant's Motion to Compel Arbitration, Parties would have had to go through time consuming and costly arbitration proceedings, and with respect to the non-individual PAGA claim, the parties would have to prepare for trial and there could be appeals.

I. Alternate Valuations

55. The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately \$21.2 million, if civil penalties were assessed on a per capita basis instead, for example, in the amount of \$1,950 for each of the 127 individuals, this would yield potential civil penalties in the amount of \$247,650, and discounting that amount of civil penalties by 85% for risks associated with Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to \$37,147.50.

56. Another more conservative method of evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v. American Institute for Foreign Study, Inc.* (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default PAGA civil penalty of \$100 per pay period is applied to each pay period. Here, there are approximately 12,157 pay periods in the relevant PAGA period, which would generate an unstacked PAGA exposure of \$1,215,700.00, and discounting that amount of civil penalties by 85% for risks associated with Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to \$182,355.00.

1 57. The evaluation and assessment of a PAGA claim and case is not an exact science,
2 and there is room for a wide range of opinions regarding how such a claim and case should be
3 valued, and Plaintiff's Counsel believes that the settlement reached falls within the range of
4 value and ballpark of what would be considered a reasonable settlement amount.

5 **J. Summary**

6 58. The foregoing discussion confirms that the amount of the Settlement is adequate
7 in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's
8 allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is
9 that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative
10 basis is clear-cut, which is why the parties elected to settle this matter. Plaintiff's Counsel
11 considered the defenses asserted, information and evidence obtained, and circumstances in this
12 case, which posed risks to representative adjudication and monetary recovery. Plaintiff's
13 Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess
14 lower penalties, that it was not clear that heightened penalties would apply, and that stacking
15 and/or cumulative penalties may not be allowed.

16 **ATTORNEYS' FEES AND COSTS**

17 **(CMO, § (D)(3))**

18 59. **Attorneys' Fees.** Plaintiff's Counsel requests attorneys' fees in the amount of
19 \$91,600.00, which is forty percent (40%) of the Total Settlement Amount of \$229,000.00.
20 Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's
21 Counsel, Plaintiff has agreed to a contingency fee of at least forty percent (40%) of the recovery.
22 The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in
23 commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the
24 case; (3) the skill and determination that Plaintiff's Counsel have shown; (4) the results that
25 Plaintiff's Counsel have achieved in the litigation; (5) the value of the settlement that Plaintiff's
26 Counsel have achieved in the case; and (6) the other cases that Plaintiff's Counsel have turned
27 down in order to devote their time and efforts to this case.

28 ///

60. Attorneys at Lawyers *for* Justice, PC have spent a total of **214 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as “**EXHIBIT 3**” is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm who are identified in the chart below. Each of the attorneys identified below performed their work in this matter exclusively on a contingency basis. Lawyers *for* Justice, PC also had litigation support personnel actively engaged in assisting with the prosecution of the matter.

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LAWYERS for JUSTICE, PC Attorney Hours, Rates, and Lodestar						
Attorney	Title	Bar No.	Admit Year	Hourly Rate	Hours	Lodestar
Edwin Aiwarzian	Managing Attorney & Shareholder	232943	2004	\$1,495	6	\$8,970.00
Elizabeth M. R-H Parker-Fawley	Senior Attorney	301592	2014	\$850	1.40	\$1,190.00
Jacob L. Karczewski	Attorney	268295	2009	\$850	7.70	\$6,545.00
Melissa A. LeBlanc-Mansell	Attorney	283080 (CA); 59808 (WA); 230652 (OR)	2012	\$725	16	\$11,600.00
Arman Marukyan	Attorney	327150	2019	\$725	18.60	\$13,485.00
Melissa Rinehart	Attorney	331315	2020	\$625	9.60	\$6,000.00
Samantha Costa	Attorney	346526	2022	\$625	1.70	\$1,062.50
Charles T. Sweeny	Attorney (Former)	325167	2019	\$725	110.60	\$80,185.00
Harry Erganyan	Attorney (Former)	333091	2021	\$575	21	\$12,075.00
Emma V. Haas	Attorney (Former)	345725	2022	\$575	4.70	\$2,702.50
Eli Drummond	Attorney (Former)	348281	2023	\$525	16.70	\$8,767.50
<i>Total LFJ Hours</i>				214		
<i>LFJ Base Lodestar Based on Individual Rates and Hours</i>				\$152,582.50		

61. The billing rates for each of the attorneys listed above, who worked on this matter, are reasonable and commensurate with the individual backgrounds, training, and experience of the attorneys, in litigating complex wage-and-hour actions, and in particular, employment class actions and representative actions.

62. Plaintiff's Counsel engaged in informal discovery with Defendant to evaluate the potential PAGA penalties at issue in this case. Plaintiff's Counsel obtained and considered

substantial information, documents, and data from Plaintiff, Defendant, and other sources. In advance of the February 7, 2024 mediation, Plaintiff's counsel analyzed this documentation and information to prepare detailed analyses of potential PAGA penalties, which analyses were then used in mediation.

63. The matter did not settle at the February 7, 2024 mediation. Prior to reaching the Settlement, Plaintiff's Counsel investigated the veracity, strength, and scope of the PAGA claim and was preparing for trial. Over the course of the action, Defendant produced, and Plaintiff's counsel analyzed, a large volume of documents. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, the employment records of Plaintiff, and a sampling of aggrieved employees' time and pay data. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the mediation and settlement, discovery, and other issues; case strategy and analysis; drafting, reviewing, and revising pleadings, motion papers (including, but not limited to: Plaintiff's Opposition to Defendant's Demurrer; Plaintiff's Opposition to Defendant's Motion to Stay; Plaintiff's Opposition to Defendant's Motion to Compel Arbitration, and related supplemental briefings; Plaintiff's Motion to Lift the Discovery Stay as to Non-Individual PAGA Claims, and Reply; and Plaintiff's Motion for Reconsideration, and Reply), discovery, and the mediation brief; taking the depositions of Defendant's human resources employees; and preparing for the mediation and settlement negotiations as well as court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, regular rate, wage-and-hour enforcement, and arbitration agreements, Plaintiff's claims and allegations, and Defendant's defenses, as well as facts discovered

64. **Litigation Costs.** Plaintiff's Counsel has incurred \$19,546.02 in litigation costs and expenses as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4.**" It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in the action. These expenses were reasonable and necessary in the prosecution of the action and to obtain the Settlement, and the

amount sought is less than the maximum amount (\$35,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. (Settlement Agreement, § 3(a)(1).)

SERVICE AWARD TO PLAINTIFF
(CMO, §§ (D)(4)-(D)(5))

65. For his individual release of claims, the Settlement provides a Service Award to Plaintiff in the amount of \$5,000.00 to be paid out of the Total Settlement Amount. (Settlement Agreement, § 3(a)(2).) The requested Service Award is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter.

66. By initiating and pursuing the action, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with Plaintiff's Counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim.

67. Plaintiff took on the challenge and risk of commencing and maintaining this action, and he has not yet received any monetary benefit for serving as a PAGA representative or for the help he has provided to Plaintiff's Counsel, to date. Plaintiff put his own interests aside and brought a lawsuit not just for his own benefit, but instead, a lawsuit as a proxy and agent of the State of California, to seek enforcement of the law and recovery of civil penalties pertaining to all Aggrieved Employees. Plaintiff retained Lawyers *for* Justice, PC to represent him in this action, and Lawyers *for* Justice, PC has incurred expenses on Plaintiff's behalf (as discussed in Paragraph 65, *infra*), to further prosecution of this action.

68. Under the terms of the Settlement Agreement § 7(b), upon the Effective Date, and except as to the rights and obligations created by the Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys,

successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from the following claims:

any and all claims under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law of every nature whatsoever, known or unknown, suspected or unsuspected, including but not limited to all claims arising from or related to his employment with and/or any time worked for Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims also include all claims for failure to pay all wages due, including minimum wages, overtime wages, straight time wages, and regular wages; off-the-clock work; failure to pay overtime compensation at the regular rate of pay; failure to pay meal and rest period premiums at the regular rate of pay; the calculation of the regular rate of pay; failure to provide meal and/or rest periods; failure to pay proper meal or rest period penalties; failure to provide one day’s rest in a seven-day workweek; failure to pay all reporting time pay; failure to keep accurate time records; failure to provide and maintain accurate itemized wage statements; failure to keep accurate employee payroll records; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; waiting-time penalties; reimbursement of business expenses; and attorneys’ fees and costs; as well as all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 et seq., and 2699 et seq.); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 8 CCR § 11010; 8 CCR § 11040; 8 CCR § 11070; 8 CCR § 11160; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, punitive damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiff’s Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of Section 1542 of the California Civil Code, which reads: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party.” (Settlement Agreement, § 7(b)(emphasis omitted).)

69. Plaintiff was employed by Defendant as an hourly-paid or non-exempt employee from approximately September 2019 to approximately November 2019. It is estimated that the potential damages, statutory penalties, or other relief that Plaintiff could be awarded if he was entirely successful at trial, on his individual claims, are as follows:

a) Unpaid overtime wages (California Labor Code §§ 510 and 1198)

- i. \$498.60. This amount was calculated based on 2 hours of unpaid overtime wages at the hourly rate of \$24.93 for 10 weeks of employment during a three-year statute of limitations (i.e., the period starting June 24, 2018 and up to November 8, 2019, Plaintiff’s last day of employment).

b) Unpaid minimum wages (California Labor Code §§ 1194, 1197, 1197.1)

- i. \$332.400. This amount was calculated based on 2 hours of unpaid minimum wages at the hourly rate of \$16.62 for 10 weeks of employment during a three-year statute of limitations (i.e., the period starting June 24, 2018 and up to November 8, 2019, Plaintiff’s last day of employment).

c) Unpaid meal period premiums (California Labor Code §§ 226.7 and 512(a))

- i. \$498.60. This amount was calculated based on 3 meal period premiums for 10 weeks of employment during a three-year statute of limitations (i.e., the period starting June 24, 2018 and up to November 8, 2019, Plaintiff’s last day of employment).

d) Unpaid rest period premiums (California Labor Code § 226.7)

- i. \$831.00. This amount was calculated based on 5 rest period premiums for 10 weeks of employment during a three-year statute of limitations (i.e., the period starting June 24, 2018 and up to November 8, 2019, Plaintiff’s last day of employment).

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e) Final wages not timely paid (California Labor Code §§ 201 and 202)

i. \$3,988.80. This maximum waiting time penalty amount was calculated assuming penalties accrued for 30 days, 8 hours per day, using an hourly rate of \$16.62.

f) Wages not timely paid during employment (California Labor Code §§ 204, 210)

i. \$0. (Plaintiff was employed for 0 pay periods during a one-year statute of limitations, i.e., the period commencing June 24, 2020, and onward).

g) Non-compliant wage statements (California Labor Code § 226(a))

i. \$0. (Plaintiff was employed for 0 pay periods during a one-year statute of limitations, i.e., the period commencing June 24, 2020, and onward).

h) Unreimbursed business expenses (California Labor Code §§ 2800 and 2802)

i. \$100.00. This amount was calculated based on accrual of \$10 of unreimbursed expenses for 10 weeks worked during a four-year statute of limitations (i.e., the period starting June 24, 2017 and up to November 8, 2019, Plaintiff's last day of employment).

70. Plaintiff's Counsel estimates that the potential value to be recovered if Plaintiff were successful at trial on all of his individual claims is \$6,249.40.

71. Accordingly, it is appropriate and just for Plaintiff to receive a Service Award in the amount of \$5,000.00, for his broader release and waiver of claims and California Civil Code section 1542 waiver.

SETTLEMENT ADMINISTRATOR

(CMO, § (D)(8))

A. Bids from PAGA Settlement Administrators. (CMO, § D(8)(a).)

72. Plaintiff's Counsel obtained bids from multiple potential settlement administrators including, ILYM Group, Inc. ("ILYM"), Phoenix Class Action Administration Solutions ("Phoenix"), Apex Class Action LLC ("Apex"), and Simpluris, Inc. ("Simpluris"). ILYM submitted a bid offering to handle the administration of the Settlement for a capped total of \$3,950.00. Phoenix submitted a bid offering to handle the administration of the Settlement for

1 a capped total of \$5,000.00, Apex submitted a bid offering to handle the administration of the
2 Settlement for a capped total of \$3,400.00, and Simpluris submitted a bid offering to handle the
3 administration of the Settlement for a capped total of \$4,500.00. Upon reviewing the bids from
4 each of the above administrators, the parties chose ILYM, due to the parties' positive
5 experiences working with ILYM. A true and correct copy of the bid received from ILYM is
6 attached hereto as "EXHIBIT 5."

7 **DISTRIBUTION OF UNCASHED CHECKS**

8 **(CMO, § (D)(10))**

9 73. The Settlement Agreement provides that the Individual Settlement Share checks
10 issued to Aggrieved Employees shall remain valid for 180 calendar days, and thereafter shall be
11 canceled. (Settlement Agreement, § 6(c)(4).) Funds associated with canceled checks will be
12 transmitted to the State Controller's Office Unclaimed Property Division in the name of the
13 Aggrieved Employee(s) at issue and in the amount of their respective Individual Settlement
14 Share(s). (*Id.*)

15 **CONCLUSION**

16 74. Based on my substantial experience in prosecuting wage-and-hour class and
17 PAGA actions and analysis of the potential PAGA penalties at issue in this matter and of
18 Defendant's potential defenses to liability, and taking into consideration the inherent delay, costs
19 and risks of continued litigation (including potential appeals), I believe that the Settlement is a
20 good result for the Aggrieved Employees and the State of California, is fair, reasonable, and
21 adequate and promotes PAGA's purpose to remediate labor law violations, deter future ones,
22 and maximize enforcement of California's labor laws.

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

25 Executed this 30th day of August 2024.

26 

27 _____
Arman Marukyan

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Reginald Jones (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Parex USA, Inc. (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately September 2019 to approximately November 2019;

(b) On April 19, 2021, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-829704-21 (the “PAGA Notice”);

(c) On June 24, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Reginald Jones v. Parex USA, Inc.*, Riverside Superior Court Case No. CVRI2102869 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On February 7, 2024, the Parties mediated the Action with Brandon McKelvey, Esq. and, while the matter did not settle at the end of the mediation session, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 7(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be

used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders of the Court entered into in connection therewith.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay a gross sum not to exceed Two Hundred Twenty-Nine Thousand Dollars and Zero Cents (\$229,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein). In no event shall Defendant be liable for more than the Total Settlement Amount as a result of this Settlement and any of the attorneys’ fees, costs, administrative fees, penalties, and sums specified in this Agreement shall be paid from the Total Settlement Amount, except as otherwise noted in this Agreement. The Total Settlement Amount will be allocated as follows:

(1) Attorneys’ fees in the amount of Forty Percent (40%) of the Total Settlement Amount, which is Ninety-One Thousand Six Hundred Dollars and Zero Cents (\$91,600.00) if the Total Settlement Amount remains Two Hundred Twenty-Nine Thousand Dollars and Zero Cents (\$229,000.00), and reimbursement of litigation costs and expenses in the amount of up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) A service award and general release payment of up to the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Service Award”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00 (“Settlement Administration Costs”) to ILYM Group, Inc. (the “PAGA Settlement Administrator”). The PAGA Settlement Administrator will administer this Settlement and will be responsible for issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff’s Counsel.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be deducted from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.” It is expressly understood that if the Court awards less than the total amounts requested by Plaintiff’s Counsel to be awarded for Attorneys’ Fees and Costs, the Service Award, and/or the Settlement Administration Costs requested by Plaintiff, the difference in any such amounts will be included in the Net Settlement Amount.

(5) The Net Settlement Amount shall be designated as PAGA penalties in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in, that could have been alleged, or that are reasonably related to the PAGA Notice and Operative Complaint in the Action with respect to Aggrieved Employees. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining

twenty-five percent (25%) will be distributed on a pro-rata basis to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the “Aggrieved Employees”). The period from October 24, 2019 to the date the Court approves the Settlement, is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated to consist of approximately 127 individuals who worked approximately 12,157 pay periods. If the actual number of pay periods during the PAGA Period is more than ten percent (10%) above 12,157, Defendant, at its sole discretion, has the option of either: (1) agreeing to increase the Total Settlement Amount on a pro rata basis according to the number of additional pay periods over the 10% cap, or (2) agreeing to close the PAGA Period just before the date the pay periods exceed this 10% cap.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff’s Counsel. Plaintiff’s Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Greg Labate, Esq. and Lauren Blaes, Esq. of Sheppard Mullin (“Defendant’s Counsel”) for review. Defendant’s Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court’s approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement and/or should the Settlement not become final for any other reason, the entirety of this Settlement Agreement shall be null and void and the Parties will be returned to their original respective positions.

(e) In the event an appeal or petition for writ of mandamus is filed from the Court's order granting approval of the Settlement, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

(f) Pursuant to California Labor Code § 2699(1)(1), Plaintiff shall submit to the LWDA a copy of this Settlement Agreement and all supporting approval documents at the same time that Plaintiff submits them to the Court for approval.

6. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Effective Date. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California. The "Effective Date" will be the last to occur of the following: (a) the 61st day after service of notice of entry of the order granting approval of the Settlement; or (b) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review. At no time will Defendant have any obligation to fund the settlement, in whole or in part, prior to this Effective Date.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period. To calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of pay periods he or she individually worked by the total aggregate number of pay periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS, which the Settlement Administrator will provide to each Aggrieved Employee as required.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after the Effective Date, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of pay periods as an Aggrieved Employee during the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s). The Parties do not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Service Award to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

(h) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

7. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) PAGA Release: As of the Effective Date, all Aggrieved Employees, including Plaintiff, and the LWDA will be deemed to have knowingly and voluntarily released and forever discharged Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys,

parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them(collectively, the “Released Parties”), of and from the Action and from any and all claims for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”), interest, attorneys fees, and costs that were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, all claims and potential claims for civil penalties based upon or arising out of Defendant’s alleged failure to pay all wages due, including for failure to pay minimum, regular, straight time, and overtime wages; the calculation of the regular rate of pay; failure to pay overtime compensation at the regular rate of pay; failure to pay meal and rest period premiums at the regular rate of pay; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to maintain and provide compliant and accurate wage statements; failure to provide one day’s rest in a seven-day workweek; failure to pay all reporting time pay; failure to maintain complete and accurate payroll records; off-the-clock work; waiting time penalties; and failure to reimburse necessary business-related expenses and costs; and including without limitation any and all claims for penalties recoverable under PAGA predicated upon California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, and any other PAGA penalty claims whatsoever alleged in the Action, whether known or unknown, during the PAGA Period (collectively, the “Released Claims”).

(b) Plaintiff’s Release: As of the Effective Date, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties, from any and all claims under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law of every nature whatsoever, known or unknown, suspected or unsuspected, including but not limited to all claims arising from or related to his employment with and/or any time worked for Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims also include all claims for failure to pay all wages due, including minimum wages, overtime wages, straight time wages, and regular wages; off-the-clock work; failure to pay overtime compensation at the regular rate of pay; failure to pay meal and rest period premiums at the regular rate of pay; the calculation of the regular rate of pay; failure to provide meal and/or rest periods; failure to pay proper meal or rest period penalties; failure to provide one day’s rest in a seven-day workweek; failure to pay all reporting time pay; failure to keep accurate time records; failure to provide and maintain accurate itemized wage statements; failure to keep accurate employee payroll records; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; waiting-time penalties; reimbursement of business expenses; and attorneys’ fees and costs; as well as all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336

and 3294; 8 CCR § 11010; 8 CCR § 11040; 8 CCR § 11070; 8 CCR § 11160; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, punitive damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiff’s Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of Section 1542 of the California Civil Code, which reads: “**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**”

8. Publicity.

Plaintiff and Plaintiff’s Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the amount or terms of the Settlement. Plaintiff’s Counsel may respond to press inquiries by stating the matter has been resolved and refer the press to court filings. In addition, Plaintiff and Plaintiff’s Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying any material terms relating to the Settlement of this case, including but not limited to any postings on any websites maintained by Plaintiff’s Counsel and including but not limited to the identity of Defendant and/or any information that identifies Defendant. The Settlement Administrator shall not create nor maintain any website regarding this Settlement at any time. Any communication about the Settlement to Aggrieved Employees prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice. Plaintiff is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) their immediate family members, and/or (2) their accountants or lawyers as necessary for tax purposes.

9. No Effect on Employee Benefits. The Individual Settlement Shares and the Service Award shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits of Plaintiff or any Aggrieved Employee, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

10. Interest and Taxation.

(a) The Total Settlement Amount includes any and all interest accruals and no additional interest shall be due under any circumstances.

(b) Plaintiff and, through Plaintiff's Counsel, Aggrieved Employees represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income.

(c) Neither the Parties nor their respective counsel provide or purport to provide any tax advice to the Aggrieved Employees in connection with this Agreement or otherwise. The Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations

11. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California.

(b) This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Action and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiff, on Plaintiff's own behalf and as a representative for the Aggrieved Employees, and Defendant enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement.

(c) Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Settlement Agreement which can be given effect without the invalid provisions or application and, to this end, the provisions of this Settlement Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable party.

(d) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

12. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by all the Parties or their successors-in-interest, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

13. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

(c) Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement.

(d) This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

(e) The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel before Brandon McKelvey, Esq., an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

(f) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(g) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(h) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Brandon McKelvey, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(i) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

**HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT,
TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH**

ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 06/03/2024, 2024

Electronically Signed _____ 2024-06-03 18:59:55 UTC - 104.28.85.108
L'ntext AssureSign® _____ af181334-b4ab-40fa-be5f-b184012867c6

Reginald Jones
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

PAREX USA, INC.

Date: June 24, 2024


Mark Chirco
General Counsel

James Walther
James Walther (Jun 24, 2024 15:19 EDT)

Name: James Walther
Title: President

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: June 4, 2024


Arby Aiwanian
Joanna Ghosh
Arman Marukyan
Attorneys for Plaintiff Reginald Jones

SHEPPARD MULLIN

Date: June 24,, 2024


Greg Labate
Lauren Blaes
Attorneys for Defendant Parex USA, Inc.

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Reginald Jones v. Parex USA, Inc.*, Riverside Superior Court Case No. CVIR2102869

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Reginald Jones v. Parex USA, Inc.*, Riverside Superior Court Case No. CVIR2102869 (“Action”).

The lawsuit was filed on June 24, 2021 by a former employee, Reginald Jones (“Plaintiff”), against Parex USA, Inc. (“Parex”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff alleged violations of the California Labor Code including, *inter alia*, for alleged failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses.

Parex denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. Parex maintains that it was in compliance with the California Labor Code at all times and entered into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not ruled on the merits of the lawsuit. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. .

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period October 24, 2019 to <<the date the Court approved the Settlement >> (“Aggrieved Employees”). The period October 24, 2019 to << the date the Court approved the Settlement >> is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share was calculated on a pro rata basis based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

You are not a party to this lawsuit, but under the settlement, as of <<Effective Date as defined in the Settlement Agreement>>, you will be bound by the order in this matter approving the settlement and the release, wherein the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them.

“Released Claims” means any and all claims for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”), interest, attorneys fees, and costs that were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, all claims and potential claims for civil penalties based upon or arising out of Defendant’s alleged failure to pay all wages due, including for failure to pay minimum, regular, straight time, and overtime wages; the calculation of the regular rate of pay; failure to pay overtime compensation at the regular rate of pay; failure to pay meal and rest period premiums at the regular rate of pay; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to maintain and provide compliant and accurate wage statements; failure to provide one day’s rest in a seven-day workweek; failure to pay all reporting time pay; failure to maintain complete and accurate payroll records; off-the-clock work; waiting time penalties; and failure to reimburse necessary business-related expenses and costs; and including without limitation any and all claims for penalties recoverable under PAGA predicated upon California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, and any other

PAGA penalty claims whatsoever alleged in the Action, whether known or unknown, during the PAGA Period.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions about this payment, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE[®]

April 19, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: PAREX USA, INC.

Dear Representative:

We have been retained to represent Reginald Jones against Parex USA, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Parex") for violations of California wage-and-hour laws. Mr. Jones seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Jones seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Parex employed Mr. Jones as an hourly-paid, non-exempt employee from approximately September 2019 to approximately November 2019, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Mr. Jones may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Parex has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001.

Parex required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Jones and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Jones and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Parex required Mr. Jones and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Parex failed to pay Mr. Jones and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Parex failed to pay Mr. Jones and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Parex did not provide Mr. Jones and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Parex were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Jones and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Jones and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Jones and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Jones and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Jones and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Parex failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Jones and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Parex did not provide Mr. Jones and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

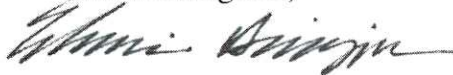
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Parex failed to pay Mr. Jones and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Jones and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Parex failed to pay Mr. Jones and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Jones and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Jones and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Parex.

Therefore, on behalf of all aggrieved employees, Mr. Jones seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in black ink, appearing to read "Edwin Aiwanian", written in a cursive style.

Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Parex USA, Inc.
c/o CT Corporation System
Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

EXHIBIT 3

JONES VS. PAREX USA, INC.
(RIVERSIDE SUPERIOR COURT CASE NO. CVRI2102869)
ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts of Plaintiff Reginald Jones’s (“Plaintiff”) Claims and the Claims of the Aggrieved Employees • Edwin Aiwazian – 3.50 hours	3.50
Meet and Communicate with Plaintiff Reginald Jones During the Case • Edwin Aiwazian – 1.50 hours • Melissa LeBlanc-Mansell – 1.30 hours • Arman Marukyan – 3.20 hours • Charles T. Sweeny – 6.70 hours • Harry Erganyan – 2.90 hours • Samantha Costa – 1.70 hours	17.30

Pleadings and Court Filings	
Review case materials and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on June 24, 2021) - Edwin Aiwazian – 0.50 hours - Elizabeth M. R-H Parker-Fawley – 1.40 hours	1.90
Review Court's Notice of Department Assignment and Notice of Case Management Conference (filed July 6, 2021) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Notice of Telephonic Appearance (filed on November 3, 2021) Charles T. Sweeny – 0.10 hours	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint (served on November 29, 2021), and Research Affirmative Defenses in Answer Charles T. Sweeny – 1 hour	1
Draft Plaintiff's Notice of Paying Complex Fee (filed on December 1, 2021) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Case Management Conference (filed on December 13, 2021) Charles T. Sweeny – 0.10 hours	0.10
Draft Plaintiff's Case Management Statement (filed on December 14, 2021) - Charles T. Sweeny – 0.50 hours - Harry Erganyan – 1.50 hours	2

Review Court's Minute Order Re: Case Management Conference (filed on January 3, 2022) Charles T. Sweeny – 0.10 hours	0.10
Meet and Confer with Defense Counsel, and Draft Joint Case Management Conference Statement (submitted on January 6, 2022) Harry Erganyan – 1.40 hours	1.4
Review Court's Minute Order Re: Case Management Conference (filed on January 10, 2022) Charles T. Sweeny – 0.50 hours	0.50
Review Court's PAGA Case Management Order #1 (filed on February 8, 2022) Charles T. Sweeny – 1 hours	1
Review Court's Minute Order Re: Nunc Pro Tunc Hearing (filed on March 3, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Status Conference (filed on April 7, 2022) Charles T. Sweeny – 0.20 hours	0.20
Review Court's Minute Order Re: Status Conference (filed on April 12, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Notice of Complex Case Fees Due (filed on April 23, 2022) Charles T. Sweeny – 0.10 hours	0.10

Review Court's Minute Order Re: Hearing re: Informal Discovery Conference (filed on April 27, 2022) Charles Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Hearing re: Informal Discovery Conference (filed on April 28, 2022) Charles T. Sweeny – 0.30 hours	0.30
Review Court's Notice of Case Reassignment for All Purposes (filed on May 6, 2022) Charles T. Sweeny – 0.10 hours	0.10
Meet and Confer with Defense Counsel, and Draft Joint Case Management Conference Statement (submitted on July 8, 2022) Charles T. Sweeny – 1.5 hours	1.5
Review Court's Minute Order Re: Status Conference (filed on July 11, 2022) Charles T. Sweeny – 0.10 hours	0.10
Draft Plaintiff's Status Conference Report (filed on August 26, 2022) Charles T. Sweeny – 1.5 hours	1.5
Review Defendant's Status Conference Report (served on August 26, 2022) Charles T. Sweeny – 0.50 hours	0.50
Review Court's Minute Order Re: Hearing re: Status Conference (filed on September 2, 2022) Charles T. Sweeny – 0.10 hours	0.10

Review Court's Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (filed on September 2, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Hearing re: Status Conference (filed on September 14, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (filed on September 14, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Hearing re: Status Conference (filed on November 22, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (filed on November 23, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Hearing re: Status Conference (filed on December 6, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review and Analyze Defendant's Request for a Statement of Decision (served on December 9, 2022) Charles T. Sweeny – 0.50 hours	0.50

Draft Plaintiff's Request For a Statement of Decision (filed on December 9, 2022) - Charles T. Sweeny – 0.50 hours - Emma V. Haas – 1.50 hours	2
Review Court's Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (filed on December 13, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (filed on May 17, 2023) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Notice of Department Reassignment For All Purposes (filed on May 19, 2023) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Amended Notice of Department Change For All Purposes (filed on June 28, 2023) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (filed on July 27, 2023) Charles T. Sweeny – 0.10 hours	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Report and Notice of Settlement (submitted on March 11, 2024) Melissa LeBlanc-Mansell – 0.50 hours	0.50

Review Court's Minute Order Re: Post-Arbitration Status Conference (filed April 23, 2024) Arman Marukyan – 0.10 hours	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Report (submitted on May 17, 2024) Arman Marukyan – 0.50 hours	0.50
Review Court's Minute Order Re: Hearing re: Post Arbitration (filed May 21, 2024) Arman Marukyan – 0.10 hours	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Report (submitted on June 20, 2024) Arman Marukyan – 0.50 hours	0.50
Review Court's Minute Order Re: Post-Arbitration Status Conference (filed June 25, 2024) Arman Marukyan – 0.10 hours	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Report (submitted on July 22, 2024) Arman Marukyan – 0.50 hours	0.50
Review Court's Minute Order Re: Post-Arbitration Status Conference (filed July 26, 2024) Arman Marukyan – 0.10 hours	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Report (submitted on August 13, 2024) Arman Marukyan – 0.50 hours	0.50

Review Court's Minute Order Re: Post-Arbitration Status Conference (filed on August 19, 2024) Arman Marukyan – 0.10 hours	0.10
Appearances	
Prepare for and Telephonically Attend Hearing on Defendant's Demurrer to Plaintiff's Complaint (November 16, 2021) Charles T. Sweeny – 2.10 hours	2.10
Prepare for and Telephonically Attend Hearing on Defendant's Motion to Stay Action Pending Supreme Court Decision (February 23, 2022) Charles T. Sweeny – 2.30 hours	2.30
Prepare for and Telephonically Attend Informal Discovery Conference (April 27, 2022) Charles T. Sweeny – 1.60 hours	1.60
Prepare for and Telephonically Attend (Continued) Informal Discovery Conference (April 28, 2022) Charles T. Sweeny – 1.30 hours	1.30
Prepare for and Telephonically Attend Status Conference (July 14, 2022) Melissa Rinehart – 0.70 hours	0.70
Prepare for and Telephonically Attend Hearing on Defendant's Motion to Compel Arbitration (September 2, 2022) Jacob L. Karczewski – 5 hours	5

Prepare for and Telephonically Attend Continued Hearing on Defendant's Motion to Compel Arbitration (September 14, 2022) Charles T. Sweeny – 2 hours	2
Prepare for, Travel to/from, and Attend Continued Hearing on Defendant's Motion to Compel Arbitration (November 22, 2022) Charles T. Sweeny – 4.50 hours	4.50
Prepare for, Travel to/from, and Attend Continued Hearing on Defendant's Motion to Compel Arbitration (December 6, 2022) - Charles T. Sweeny – 5 hours - Emma Haas – 3 hours	8
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion to Lift the Discovery Stay as to Non-Individual PAGA Claims (May 17, 2023) Charles T. Sweeny – 1.90 hours	1.90
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Reconsideration (July 27, 2023) - Charles T. Sweeny – 1.50 hours - Eli Drummond – 1 hour	2.5
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, Service Award, and Settlement Administration Costs (September 24, 2024) (Anticipated) Arman Marukyan – 3.50 hours	3.5

Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Reginald Jones (served on March 17, 2021) Edwin Aiwazian – 0.20 hours	0.20
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Reginald Jones (served on April 16, 2021) Charles T. Sweeny – 1.90 hours	1.90
Review and Analyze Defendant’s Form Interrogatories – General (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) to Plaintiff (served on September 10, 2021) Charles T. Sweeny – 1.60 hours	1.60
Review Defendant’s Notice of Deposition of Plaintiff Reginald Jones(served on September 10, 2021) Charles T. Sweeny – 0.30 hours	0.30
Draft Plaintiff’s Responses to Defendant’s Form Interrogatories – General (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) to Plaintiff (served on November 17, 2021) Harry Erganyan – 1.50 hours	1.50

Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on November 22, 2021) • Charles T. Sweeny – 0.50 hours • Harry Erganyan – 2 hours	2.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Job Duties; Noticed for February 2, 2022) (served on November 22, 2021) • Charles T. Sweeny – 0.30 hours • Harry Erganyan – 1 hour	1.30
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure; Noticed for February 3, 2022) (served on November 22, 2021) • Charles T. Sweeny – 0.30 hours • Harry Erganyan – 1 hour	1.30
Review and Analyze Defendant's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Job Duties; Noticed for February 2, 2022) (served on January 26, 2022) • Charles T. Sweeny – 0.50 hours	0.50
Review and Analyze Defendant's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure; Noticed for February 3, 2022) (served on January 26, 2022) • Charles T. Sweeny – 0.50 hours	0.50

Review and Analyze Defendant's Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on January 31, 2022) Charles T. Sweeny – 1.50 hours	1.50
Draft Plaintiff's Notice of Videotaped Deposition of Denise Garnica and Requests for Production of Documents (served on October 7, 2022) Charles T. Sweeny – 1 hour	1
Draft Plaintiff's Notice of Videotaped Deposition of Maria Macias and Requests for Production of Documents (served on October 7, 2022) Charles T. Sweeny – 1.30 hour	1.30
Review and Analyze Defendant's Objections to Plaintiff's Notice of Videotape Deposition of Denise Garnica and Requests for Production of Documents (served on October 17, 2022) Charles T. Sweeny – 0.60 hours	0.60
Review and Analyze Defendant's Objections to Notice of Videotape Deposition of Maria Macias and Requests for Production of Documents (served on October 17, 2022) Charles T. Sweeny – 1 hour	1
Prepare for and Take the Deposition of Denise Garnica (October 20, 2022; Remote Video Conferencing) and Review Deposition Transcript Charles T. Sweeny – 3.60 hours	3.60
Prepare for and Take the Deposition of Maria Macias (October 20, 2022; Remote Video Conferencing) and Review Deposition Transcript Charles T. Sweeny – 6.70 hours	6.70

Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Reginald Jones for Penalties Under California Labor Code section 2698, <i>et seq.</i> (“PAGA”) (served on April 19, 2021) • Edwin Aiwazian – 0.30 hours • Arman Marukyan – 1.50 hours	1.80
Review Correspondence from Defendant’s Counsel Regarding Plaintiff’s Request for Informal Discovery for Mediation (served on January 30, 2024) • Melissa LeBlanc-Mansell – 0.50	0.50
Meet with Defendant’s Counsel, and Draft Correspondence to, and Respond to Correspondence from, Defense Counsel • Melissa LeBlanc-Mansell – 1.20 hours • Arman Marukyan – 1.60 hours • Charles T. Sweeny – 3.20 hours • Harry Erganyan – 2.70 hours	8.70
Mediation/Settlement	
Review and Analyze Pre-Mediation Documents Produced by Defendant and Prepare Valuation Models, Including, Inter Alia, Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements • Melissa LeBlanc-Mansell – 2.30 hours	2.30

Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on January 31, 2024) • Melissa LeBlanc-Mansell – 2.70 hours	2.70
Remotely Attend Mediation Session (February 7, 2024; Zoom Video Conference) • Melissa LeBlanc-Mansell – 5.20 hours	5.20
Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (fully executed on June 24, 2024) • Melissa LeBlanc-Mansell – 2.30 hours • Arman Marukyan – 2.60 hours	4.90
Law and Motion	
Review and Analyze Defendant's Notice of Demurrer and Demurrer to Plaintiff's Complaint; Memorandum of Points and Authorities In Support Thereof, Declaration of Lauren Blaes In Support Thereof, Request for Judicial Notice In Support Thereof, and [Proposed] Order Thereon (served on September 13, 2021) • Charles T. Sweeny – 1.50 hours	1.50
Research and Draft Plaintiff's Opposition to Defendant's Demurrer to Plaintiff's Complaint and Request for Judicial Notice in Support Thereof (filed on November 2, 2021) • Charles T. Sweeny – 4.20 hours	4.20
Review and Analyze Defendant's Reply in Support of Its Demurrer to Plaintiff's Complaint (served on November 8, 2021) • Charles T. Sweeny – 1.60 hours	1.60

Review Court's Tentative Ruling Re: Defendant's Demurrer to Plaintiff's Complaint (issued on November 15, 2021) Charles T. Sweeny – 0.30 hours	0.30
Review Court's Minute Order Re: Hearing re: Demurrer on Complaint (filed on November 16, 2021) Charles T. Sweeny – 0.10 hours	0.10
Draft Plaintiff's Notice of Ruling on Defendant's Demurrer to Plaintiff's Complaint (filed on November 19, 2021) Charles T. Sweeny – 0.50 hours	0.50
Review and Analyze Defendant's Notice of Motion and Motion to Stay Action Pending Supreme Court Decision, Memorandum of Points and Authorities in Support Thereof, Declaration of Lauren J. Blaes In Support Thereof, Declaration of Denise Garnica In Support Thereof, and [Proposed] Order Thereon (served on January 25, 2022) - Charles T. Sweeny – 0.60 hours - Harry Erganyan – 1.60 hour	2.20
Draft Plaintiff's Opposition to Defendant's Motion to Stay Action Pending Supreme Court Decision and Declaration of Charles T. Sweeny in Support Thereof (filed on February 8, 2022) - Charles T. Sweeny – 2.60 hours - Harry Erganyan – 5.40 hour	8

Review and Analyze Defendant's Reply in Support of Its Motion to Stay Action Pending Supreme Court Decision, Supplemental Declaration of Lauren J. Blaes In Support Thereof, and Request for Judicial Notice In Support Thereof (served on February 15, 2022) Charles T. Sweeny – 1.80 hours	1.80
Review Court's Tentative Ruling Re: Defendant's Motion to Stay (issued on February 22, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Defendant's Motion to Stay (filed on February 23, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Amended Minute Order Re: Defendant's Motion to Stay (filed on February 23, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review and Analyze Defendant's Request for Judicial Notice in Support of Defendant's Reply In Support of Its Motion to Stay Action Pending Supreme Court Decision (Nunc Pro Tunc) (filed March 3, 2022) Charles T. Sweeny – 0.20 hours	0.20
Review and Analyze Defendant's Notice of Motion and Motion Re Peremptory Challenge Pursuant to Code of Civil Procedure Section 170.6; Memorandum of Points and Authorities; Declaration of Lauren J. Blaes In Support Thereof (served on May 4, 2022) Charles T. Sweeny – 0.10 hours	0.10

Review and Analyze Defendant's Notice of Motion and Motion to Compel Arbitration of Plaintiff's Individual PAGA Claim and Dismiss Non-Individual PAGA Claims; Memorandum of Points and Authorities In Support Thereof, Declaration of Lauren J. Blaes In Support Thereof, Declaration of Denise Garnica In Support Thereof, and [Proposed] Order Thereon (served on July 8, 2022) • Charles T. Sweeny – 1.20 hours • Melissa Rinehart – 1.60 hours	2.80
Draft Declaration of Charles T. Sweeny to Lift Discovery Stay as to Arbitration-Related Issues and [Proposed] Order Thereon (filed on August 19, 2022) • Charles T. Sweeny – 1 hour	1
Review Defendant's Objections to the Declaration of Charles T. Sweeny and Proposed Order to Lift Discovery Stay as to Arbitration-Related Issues (served on August 22, 2022) • Charles T. Sweeny – 1.30 hours	1.30
Research and Draft Plaintiff's Opposition to Defendant's Motion to Compel Arbitration of Plaintiff's Individual PAGA Claim and Dismiss Non-Individual PAGA Claims, Objections to Defendant's Purported Evidence In Support Thereof, Declaration of Charles T. Sweeny In Support Thereof, and Declaration of Reginald Jones In Support Thereof (filed on August 22, 2022) • Charles T. Sweeny – 3.40 hours • Melissa Rinehart – 7.30 hours	10.70

Review and Analyze Defendant's Reply In Support of Its Motion to Compel Arbitration of Plaintiff's Individual PAGA Claim and Dismiss Non-Individual PAGA Claims, Declaration of Maria Macias In Support Thereof, Supplemental Declaration of Lauren J. Blaes In Support Thereof, Response to Plaintiff's Objections to Defendant's Purported Evidence In Support Thereof, and Defendant's Objections to Evidence Submitted by Plaintiff In Support Thereof (served on August 26, 2022) Jacob L. Karczewski – 2.50 hours	2.50
Review Court's Tentative Ruling Re: Defendant's Motion to Compel Arbitration (issued on September 1, 2022) Jacob L. Karczewski – 0.10 hours	0.10
Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration by Parex USA Inc (filed on September 2, 2022) Jacob L. Karczewski – 0.10 hours	0.10
Draft Plaintiff's Brief on Plaintiff's Authority to Conduct the Depositions of Denise Garnica and Maria Macias (filed on September 9, 2022) Charles T. Sweeny – 2.20 hours	2.20
Review Defendant's Supplemental Briefing Regarding Arbitration-Related Discovery (served on September 9, 2022) Charles T. Sweeny – 1 hour	1
Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration (filed on September 14, 2022) Charles T. Sweeny – 0.10 hours	0.10

Draft Plaintiff's Notice of Ruling Continuing Hearing on Defendant's Motion to Compel Arbitration and Ordering Arbitration-Related Depositions (filed on September 15, 2022) Charles T. Sweeny – 0.50 hour	0.50
Review and Analyze Defendant's Supplemental Brief in Support of Defendant's Motion to Compel Arbitration of Plaintiff's Individual PAGA Claim and Dismiss Non-Individual PAGA Claims, Request for Judicial Notice in Support Thereof, and Declaration of Frances M. K. Hernandez In Support Thereof (served on November 17, 2022) Charles T. Sweeny – 1.60 hours	1.60
Draft Plaintiff's Supplemental Brief Re: Deposition Testimony, In Further Support of Plaintiff's Opposition to Defendant's Motion to Compel Arbitration, Declaration of Charles T. Sweeny in Support Thereof, and Plaintiff's Objections to Defendant's Evidence Regarding Motion to Compel Arbitration in Support Thereof (filed on November 17, 2022) Charles T. Sweeny – 3.70 hours	3.70
Review Defendant's Objection to Plaintiff's Untimely Supplemental Brief Re: Deposition Testimony, In Further Support of Plaintiff's Opposition to Defendant's Motion to Compel Arbitration (served on November 18, 2022) Charles T. Sweeny – 0.30 hours	0.30
Review Court's Tentative Ruling Re: Defendant's Motion to Compel Arbitration (issued on November 21, 2022) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration (filed on November 22, 2022) Charles T. Sweeny – 0.10 hours	0.10

Review and Analyze Defendant's Supplemental Brief Re Grey v. American Management Services (served on November 23, 2022) Charles T. Sweeny – 1.40 hours	1.40
Review Court's Tentative Ruling Re: Defendant's Motion to Compel Arbitration (issued on December 5, 2022) - Charles T. Sweeny – 0.10 hours - Emma Haas – 0.10 hours	0.20
Review Court's Minute Order Re: Hearing on Defendant's Motion to Compel Arbitration (filed on December 6, 2022) - Charles T. Sweeny – 0.10 hours - Emma Haas – 0.10 hours	0.20
Review Court's Ruling on Submitted Matter—Request for Additional Briefing on Motion to Compel Arbitration (filed on January 25, 2023) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Ruling on Matter Submitted Re: Motion to Compel Arbitration (filed on January 25, 2023) Charles T. Sweeny – 0.10 hours	0.10
Draft Plaintiff's Supplemental Brief Re: Lewis v. Simplified in Further Opposition to Defendant's Motion to Compel Arbitration and Declaration of Charles T. Sweeny In Support Thereof (filed on February 7, 2023) Charles T. Sweeny – 1.40 hours	1.40

Review Defendant's Supplemental Brief Re: Lewis v. Simplified Labor Staffing Solutions, Inc. (served on February 7, 2023) Charles T. Sweeny – 0.80 hours	0.80
Review Court's Minute Order Re: Motion to Compel Arbitration (filed on February 8, 2023) Charles T. Sweeny – 0.10 hours	0.10
Draft Plaintiff's Notice of New Authority Related to Plaintiff's Opposition to Defendant's Motion to Compel Arbitration of Plaintiff's Individual PAGA Claims and Dismiss Non-Individual PAGA Claims (filed on March 8, 2023) Charles T. Sweeny – 0.30 hours	0.30
Research and Draft Plaintiff's Notice of Motion and Motion to Lift the Discovery Stay as to Non-Individual PAGA Claims, Declaration of Charles T. Sweeny in Support Thereof, Request for Judicial Notice in Support Thereof, and [Proposed] Order Thereon (filed on April 20, 2023) Charles T. Sweeny – 5.70 hours	5.70
Review Court's Minute Order Re: Court Ruling re: Ruling on Submitted Matter - Motion to Compel Arbitration and to Dismiss Non-Individual PAGA Claim (filed on April 25, 2023) Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Motion to Compel Arbitration (filed April 25, 2023) Charles T. Sweeny – 0.10 hours	0.10

Review Defendant's Opposition to Plaintiff's Motion to Lift the Discovery Stay as to Non-Individual PAGA Claims and Declaration of Lauren J. Blaes in Support Thereof (served on May 4, 2023) • Charles T. Sweeny – 0.70 hours • Eli Drummond – 1.30 hours	2
Draft Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion to Lift the Discovery Stay as to Non-Individual PAGA Claims and Declaration of Charles T. Sweeny in Support Thereof (filed on May 10, 2023) • Charles T. Sweeny – 1.20 hours • Eli Drummond – 4.10 hours	5.30
Review Court's Tentative Ruling Re: Plaintiff's Motion to Lift the Discovery Stay as to Non-Individual PAGA Claims (issued on May 16, 2023) • Charles T. Sweeny – 0.10 hours	0.10
Review Court's Minute Order Re: Hearing re: Plaintiff's Motion to Lift the Stay on Non-Individual Claims by Reginald Jones (filed on May 17, 2023) • Charles T. Sweeny – 0.10 hours	0.10
Draft Plaintiff's Notice of Motion and Motion for Reconsideration, Request for Judicial Notice in Support Thereof, Declaration of Charles T. Sweeny in Support Thereof, and [Proposed] Order Thereon (filed on June 9, 2023) • Charles T. Sweeny – 0.60 hours • Eli Drummond – 3.70 hours	4.30

Draft Plaintiff's Amended Notice of Motion and Motion for Reconsideration (filed on July 11, 2023) • Eli Drummond – 0.20 hours	0.20
Review Defendant's Opposition to Plaintiff's Motion for Reconsideration and Request for Judicial Notice in Support Thereof (served on July 14, 2023) • Charles T. Sweeny – 0.80 hours • Eli Drummond – 1.10 hours	1.90
Review Court's Ruling on Submitted Matter— Motion to Lift Discovery State as to Non-Individual PAGA Claim (filed on July 18, 2023) • Charles T. Sweeny – 0.20 hours • Eli Drummond – 0.20 hours	0.40
Review Court's Minute Order Re: Motion to Lift Stay (filed on July 18, 2023) • Charles T. Sweeny – 0.20 hours • Eli Drummond – 0.20 hours	0.40
Draft Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Reconsideration and Declaration of Eli J. Drummond in Support Thereof (filed on July 20, 2023) • Charles T. Sweeny – 0.50 hours • Eli Drummond – 1.40 hours	1.90
Review Court's Tentative Ruling Re: Plaintiff's Motion for Reconsideration (issued on July 26, 2023) • Charles T. Sweeny – 0.10 hours • Eli Drummond – 0.10 hours	0.20

Review Court's Minute Order Re: Hearing re: Motion for Reconsideration of Motion For Reconsideration - Charles T. Sweeny – 0.10 hours - Eli Drummond – 0.10 hours	0.20
Draft Plaintiff's Supplemental Brief in Further Support of Motion to Lift Stay Regarding the California Supreme Court's Adolph v. Uber Decision and Declaration of Charles T. Sweeny In Support Thereof (filed on August 4, 2023) - Charles T. Sweeny – 0.60 hours - Eli Drummond – 2.20 hours	2.80
Review and Analyze Defendant's Supplemental Brief Re Adolph v. Uber Technologies, Inc. (served on August 4, 2023) - Charles T. Sweeny – 0.40 hours - Eli Drummond – 0.70 hours	1.10
Review Court's Minute Order Re: Motion to Lift Stay (filed on August 8, 2023) - Charles T. Sweeny – 0.10 hours - Eli Drummond – 0.10 hours	0.20
Review Court's Minute Order Re: Motion to lift Stay (file on August 10, 2023) - Charles T. Sweeny – 0.20 hours - Eli Drummond – 0.20 hours	0.40
Review Court's Ruling on Submitted Matter— Motion to Lift Discovery Stay of Non-Individual PAGA Claims (filed on August 10, 2023) - Charles T. Sweeny – 0.10 hours - Eli Drummond – 0.10 hours	0.20

Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, Service Award, and Settlement Administration Costs, Declaration of Arman Marukyan in Support Thereof, Declaration of Reginald Jones in Support Thereof, and [Proposed] Order and Judgment (filed on August 30, 2024) Arman Marukyan – 3.70 hours	3.70
Total Hours:	214

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Jones vs. Parex USA, Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
3/17/2021	U.S. Postmaster	Postage	\$6.96
4/19/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
4/19/2021	U.S. Postmaster	Postage	\$7.16
6/24/2021	Legal Document Server, Inc.	Attorney Service	\$165.75
6/24/2021	Riverside Superior Court	Complaint Filing Fee	\$450.00
8/12/2021	ProLegal	Attorney Service	\$74.80
9/22/2021	One Legal	Attorney Service	\$15.39
11/3/2021	Legal Document Server, Inc.	Attorney Service	\$13.95
11/8/2021	Legal Document Server, Inc.	Attorney Service	\$13.95
11/17/2021	General Logistics Systems US, Inc.	Courier Service	\$24.15
11/19/2021	Legal Document Server, Inc.	Attorney Service	\$13.95
11/22/2021	General Logistics Systems US, Inc.	Courier Service	\$18.20
11/30/2021	Legal Document Server, Inc.	Attorney Service	\$11.00
12/2/2021	Riverside Superior Court	Complex Filing Fee	\$1,000.00
12/15/2021	Legal Document Server, Inc.	Attorney Service	\$13.95
1/5/2022	Riverside Superior Court	Document Download Fee	\$5.00
1/10/2022	Legal Document Server, Inc.	Attorney Service	\$14.89
2/9/2022	Legal Document Server, Inc.	Attorney Service	\$14.80
2/18/2022	Legal Document Server, Inc.	Attorney Service	\$14.80
2/28/2022	Legal Document Server, Inc.	Attorney Service	\$14.80
2/28/2022	Riverside Superior Court	Document Download Fee	\$2.00
4/8/2022	Riverside Superior Court	Document Download Fee	\$1.00
4/8/2022	Riverside Superior Court	Document Download Fee	\$5.00
4/29/2022	Riverside Superior Court	Document Download Fee	\$4.00
8/22/2022	Legal Document Server, Inc.	Attorney Service	\$150.00
8/22/2022	Legal Document Server, Inc.	Attorney Service	\$15.55
8/23/2022	Legal Document Server, Inc.	Attorney Service	\$15.55
8/23/2022	Legal Document Server, Inc.	Attorney Service	\$15.55
8/26/2022	Legal Document Server, Inc.	Attorney Service	\$15.55
8/26/2022	Legal Document Server, Inc.	Attorney Service	\$16.78
9/1/2022	Riverside Superior Court	Document Download Fee	\$3.00
9/2/2022	Coalition Court Reporters	Court Reporter	\$828.80
9/12/2022	Legal Document Server, Inc.	Attorney Service	\$150.00
9/12/2022	Legal Document Server, Inc.	Attorney Service	\$15.55
9/14/2022	Coalition Court Reporters	Court Reporter	\$777.60
9/21/2022	Legal Document Server, Inc.	Attorney Service	\$15.55
10/20/2022	Esquire Deposition Solutions, LLC	Court Reporter	\$1,470.40
10/20/2022	Esquire Deposition Solutions, LLC	Court Reporter	\$826.60

LAWYERS for JUSTICE PC CASE COST DETAIL
Jones vs. Parex USA, Inc. (PAGA)

11/18/2022	Legal Document Server, Inc.	Attorney Service	\$15.55
11/22/2022	Coalition Court Reporters	Court Reporter	\$675.00
11/22/2022	Abrams, Mah, & Khan Reporting Service	Court Reporter	\$137.87
12/6/2022	Coalition Court Reporters	Court Reporter	\$860.80
12/6/2022	Charlie Sweeny	Travel Reimbursement	\$85.00
12/8/2022	Legal Document Server, Inc.	Attorney Service	\$278.30
12/8/2022	Riverside Superior Court	Document Download Fee	\$2.00
12/12/2022	Legal Document Server, Inc.	Attorney Service	\$15.55
12/22/2022	Charlie Sweeny	Travel Reimbursement	\$85.00
2/8/2023	Legal Document Server, Inc.	Attorney Service	\$225.50
2/8/2023	Legal Document Server, Inc.	Attorney Service	\$15.55
3/8/2023	Legal Document Server, Inc.	Attorney Service	\$15.55
4/20/2023	Legal Document Server, Inc.	Attorney Service	\$236.00
4/20/2023	Riverside Superior Court	Document Download Fee	\$1.00
4/21/2023	Legal Document Server, Inc.	Attorney Service	\$19.92
4/21/2023	Riverside Superior Court	Motion Fee	\$60.00
5/11/2023	Legal Document Server, Inc.	Attorney Service	\$15.75
5/17/2023	Coalition Court Reporters	Court Reporter	\$822.40
6/12/2023	Legal Document Server, Inc.	Attorney Service	\$229.75
6/14/2023	Legal Document Server, Inc.	Attorney Service	\$19.92
6/14/2023	Riverside Superior Court	Motion Fee	\$60.00
7/11/2023	Legal Document Server, Inc.	Attorney Service	\$15.75
7/21/2023	Legal Document Server, Inc.	Attorney Service	\$170.00
7/21/2023	Legal Document Server, Inc.	Attorney Service	\$15.75
7/27/2023	Coalition Court Reporters	Court Reporter	\$803.20
8/7/2023	Legal Document Server, Inc.	Attorney Service	\$15.75
8/8/2023	Legal Document Server, Inc.	Attorney Service	\$15.75
9/14/2023	General Logistics Systems US, Inc.	Courier Service	\$19.23
10/30/2023	Medina McKelvey LLP	Mediation Fee	\$8,250.00
11/6/2023	San Bernardino Superior Court	Document Download Fee	\$5.00
3/11/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
3/11/2024	Legal Document Server, Inc.	Attorney Service	\$15.75
4/24/2024	Riverside Superior Court	Document Download Fee	\$1.00
5/20/2024	Legal Document Server, Inc.	Attorney Service	\$15.75
6/21/2024	Legal Document Server, Inc.	Attorney Service	\$15.75
6/26/2024	Riverside Superior Court	Document Download Fee	\$1.00
7/26/2024	Riverside Superior Court	Document Download Fee	\$1.00

Total: \$19,546.02

EXHIBIT 5

Case Name: RJ-Parex-2869

Monday, April 1, 2024

Requesting Attorneys Name:	Arman Marukyan, Esq.
E-Mail:	arman@calljustice.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	127
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
NCOA	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$520.12
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,809.88
Case Conclusion:	\$620.00

Total Capped ILYM Fees & Expenses: \$3,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: RJ-Parex-2869

Monday, April 1, 2024

Requesting Attorneys Name: Arman Marukyan, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
NCOA	Flat Rate	\$55.12	1	\$55.12
Toll-Free Call Center	Flat Rate	\$75.00	1	\$75.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$520.12

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	127	\$190.50
USPS First Class 1oz Postage	Per Piece	\$0.64	127	\$81.28
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	19	\$38.10
Preparation of Taxes	Hourly	\$150.00	3	\$450.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,809.88

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds to the State	Flat Fee	\$400.00	1	\$400.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$620.00

Capped Fees: \$3,950.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.