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Attorneys for Plaintiff

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

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

Plaintiff,

vs.

PLATINUM SECURITY, INC., a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV35313

Honorable William F. Highberger
Department 10

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement and Release, Attorneys' Fees and
Costs, General Release Fee, and Settlement
Administration Costs; Declaration of Plaintiff
(Isaac Reyes); and [Proposed] Order and
Judgment filed concurrently herewith]

Hearing Date: February 18, 2024
Hearing Time: 2:00 p.m.
Department: 10

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

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, 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 Isaac Reyes. 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 Aiwazian is the 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

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

1 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
2 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
3 representative action cases have resulted in settlements that have been granted court approval,
4 including and not limited to, those listed in paragraph 7 herein. He has handled over one
5 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
6 action or representative action cases which have resulted in settlement.

7 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
8 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
9 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
10 Georgetown University Law Center in 2010. She is admitted to practice in California (since
11 2010) and in New York (since 2013) and she is also admitted to practice in all U.S. District
12 Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the
13 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully
14 handled motion practice in class action cases regarding discovery (including and not limited to,
15 regarding class contact information), class certification (both contested class certification and
16 stipulated class certification), arbitration agreements, coordination, and intervention. She has
17 successfully handled briefing and oral argument on appeal and obtained notable decisions
18 regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA
19 claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9
20 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
21 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
22 including and not limited to working on cases to obtain class certification through contested
23 motion practice and working on cases in the post-certification stage (e.g., post-certification
24 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with
25 co-counsel in a case involving a certified class consisting of approximately 2,600 individuals).
26 She has extensive experience with class action and/or representative action settlements, and have
27 handled this process in over five hundred (500) cases. She is a member of the California
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1 Employment Lawyers Association and, on several occasions, has been a speaker regarding topics
2 in wage and hour law at the organization's continuing legal education events.

3 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor's degree from
4 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
5 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
6 California in 2015. I am admitted to practice before all courts of the State of California and all
7 federal district courts in the State of California. I have worked on many wage and hour class
8 action and PAGA representative matters, and my work has included, inter alia, researching and
9 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
10 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
11 analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I spent
12 several years working for a boutique employment and labor law firm representing employers,
13 and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental
14 plan.

15 **EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES**

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

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

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

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

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

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

16 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a national wholesale distributor of
18 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
19 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
20 representative action settlement. The Sacramento County Superior Court Case Number is 34-
21 2012-00136285.

22 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class action against a multinational corporation that provides global workplace
24 solutions, involving allegations of misclassification of the “Operations Manager” position. On
25 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
26 County Superior Court Case Number is BC478769.

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

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

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

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

22 l) LFJ, in association with co-counsel therein, represented the Plaintiff in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the Plaintiff’s motion for class certification in part and certified a class.
26 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.

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

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

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

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

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

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1 r) LFJ, in association with co-counsel therein, represented the Plaintiff 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 Plaintiff 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 Plaintiff 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 firm represented the plaintiff in a PAGA representative action, against
25 the 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.

1 x) LFJ represented the Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents 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 The Tulare County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the Plaintiff in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
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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 Plaintiff 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 Plaintiff's 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 Plaintiff 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 Plaintiff's 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, represents 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

1 for class certification and certified a class. The San Bernardino County Superior Court Case
2 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 Plaintiff 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, the
19 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 Plaintiff 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 Plaintiff's
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 of
27 the PAGA settlement and entered an order dismissing the action. The San Bernardino County
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Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the Plaintiff 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 Plaintiff's 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 represents 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. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the Plaintiff 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 Plaintiff's motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the Plaintiff 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 Plaintiff's motion for class certification and certified a class. The San Francisco Superior Court Case Number is CGC-20-582809.

THE LAWSUIT

8. Defendant is located in Los Angeles, California and provides private security services to clients ranging from Fortune 500 companies to individuals. Plaintiff Isaac Reyes is a former employee of Defendant.

9. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions

of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff that was dated July 21, 2021 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notices. A true and correct copy of the PAGA Notice is attached hereto as “EXHIBIT 2”.

10. On September 24, 2021, Plaintiffs filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendant in the Los Angeles County Superior Court (“Court”), Case No. 21STCV35313 (the “Action”). Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

11. On May 20, 2022, Defendant filed an Answer to the Operative Complaint. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

12. On May 3, 2022, the Parties participated in a full-day mediation conducted by Mark S. Rudy, Esq. a well-respected mediator experienced in mediating complex labor and employment matters. The Parties did not reach a settlement at the mediation; however, with the aid of the mediator’s evaluation and continued negotiations, the Parties ultimately reached the Settlement.

THE SETTLEMENT REACHED IN THE ACTION

13. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Isaac Reyes, for himself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant Platinum Security, Inc. (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed informational 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 Settlement Agreement and Release, Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

14. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period between May 10, 2020 to August 19, 2022. Based on information provided by Defendant, it is estimated that during the PAGA period there were approximately (2,057) Aggrieved Employees who are credited with (38,534) Compensable Pay Periods.

15. Defendant has agreed to pay the gross amount of (\$500,000.00) (“Total Settlement Amount”), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of \$200,000.00 for attorneys’ fees and up to \$20,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee in the amount of \$10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$8,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of

\$15,901.52, and assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$266,098.48. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$199,573.86 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$66,524.62 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain Simpluris, Inc. ("Simpluris" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$8,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

16. The effectiveness of Plaintiff's Counsel, Lawyers for Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

17. After engaging in extensive investigations, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on May 3, 2022, conducted by Mark S. Rudy, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. The Parties did not reach a settlement at the mediation; however, with the aid of the mediator's evaluation and continued

1 negotiations, the Parties ultimately reached the Settlement described herein to resolve the Action in
2 its entirety. In the course of mediation and settlement discussions, the parties discussed all
3 aspects of the case, including the risks and delays of further litigation and proceeding with trial,
4 as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest
5 periods, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of
6 bifurcation of discovery and/or trial and appeals, among other things. During all settlement
7 discussions, the parties conducted their negotiations at arm's length in an adversarial position.

8 18. Prior to reaching the Settlement, the parties investigated the veracity, strength,
9 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
10 significant investigation and exchanged information, documents, and data regarding the facts of
11 the case, including and not limited to, the review, consideration, and analysis of thousands of
12 pages of information, documents, and data obtained from Plaintiff, Defendant, and other sources.
13 The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel
14 included, and were not limited to, Plaintiff's employment record; a detailed sampling of
15 Aggrieved Employees' time and pay data; multiple iterations of Defendant's Employee
16 Handbook; job descriptions; various forms, agreements; and Defendant's operations and
17 employment practices, policies, and procedures, among other documents. Counsel for the parties
18 undertook significant investigation and evaluation of the PAGA claim and related allegations,
19 including, and not limited to, calculating the potential monetary recovery under PAGA. Other
20 work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring
21 with Defendant's counsel regarding the pleadings, case management, mediation, and settlement
22 negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing,
23 and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement
24 approval motion papers), briefs for settlement negotiations and mediation, and the settlement
25 agreement; claims evaluation and analysis; and preparing for and participating in settlement
26 negotiations and the mediation. Counsel for the parties have further invested time to research the
27 applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock
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theory, meal and rest periods, donning and doffing, meal waivers, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

19. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

20. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties

**THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE
RANGE OF POSSIBLE OUTCOMES**

21. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff raises individualized issues and/or are not suitable for adjudication as to a group of employees.

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22. 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 did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

23. Defendant also challenged Plaintiff's standing as aggrieved employees and denied that any of its other employees whom Plaintiff seek to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any

1 cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal.
2 Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing of
3 discovery for the convenience of parties and witnesses and in the interests of justice”); *Horton v.*
4 *Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is
5 allowed to avoid wasting time and money on trial when litigation of issues could be rendered
6 moot).

7 24. Defendant pointed to case law that held that, given the derivative nature of the
8 PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate
9 the requisite elements to establish the various alleged violations of the California Labor Code
10 that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*,
11 failure to properly pay wages, failure to provide compliant meal and rest periods, failure to
12 reimburse for expenses, etc.

13 25. Further, Defendant also maintained that, in addition to its strong arguments
14 against the underlying claims, taking the current unsettled state of law, it would be unjust to
15 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
16 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
17 established methodology for the valuation and/or assessment of PAGA penalties, and case
18 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
19 actually assessed by trial courts is far less than the amount sought

20 26. Defendant also argued that an important feature of PAGA is that the Court retains
21 discretion to lower the penalties if, based on the facts and circumstances of the particular case, to
22 do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.”
23 See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.*
24 (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA
25 penalties awarded to an employee based upon discretionary factors). Defendant maintained, and
26 continues to maintain, that it had and continues to have, legally-compliant employment policies
27 and practices throughout the time period at issue. Even if, arguendo, such violations occurred,
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1 which Defendant denies, Defendant contended that said violations would only be considered
2 “initial violations” and thus heightened “subsequent violation” penalties were not warranted.
3 See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th
4 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision
5 [...], the employer cannot be presumed to be aware that its continuing underpayment of
6 employees is a ‘violation’ subject to penalties.”). Defendant argued that it would be able to show
7 a lack of willfulness in the violations, such that the alleged California Labor Code violations
8 would not be considered “willful.” Defendant contended that, at best, even if a violation giving
9 rise to a penalty was shown for each pay period, only the lower civil penalty associated with
10 initial violations would apply. As discussed above, Defendant denied and continues to deny that
11 it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that
12 any violations occurred, Defendant argued the violations would not be viewed as subsequent
13 violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely
14 to assess cumulative penalties for the maximum number of possible, separate California Labor
15 Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—
16 especially where certain conduct may be regulated by multiple provisions of the California Labor
17 Code that are interrelated and work in tandem. As such, Defendant contended that cumulative
18 penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

19 27. Plaintiff’s Counsel was also aware of case law indicating that courts have
20 attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0
21 where the other underlying California Labor Code claims are being (or have been) resolved, or,
22 assessing much lower amounts of civil penalties against employers than are sought. See e.g.,
23 *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104,
24 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award
25 PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from the
26 maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County
27 Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested,
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the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczner v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

28. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking*

1 *River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the
2 substantive statutory right to pursue a PAGA claim has not been eviscerated and has been
3 preserved, arbitration agreements may be used to select the forum and procedure to be used to
4 resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an
5 aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised
6 on California Labor Code violations that were sustained by the aggrieved employee still
7 maintains statutory standing to pursue a PAGA claim arising out of events involving other
8 employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14
9 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are
10 not severed from one another, it is still possible that trial courts will stay the representative/non-
11 individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a
12 plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion
13 may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's
14 determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at
15 693.

16 29. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024,
17 adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,
18 capping civil penalties that can be assessed against an employer if an employer meets certain
19 conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties
20 if an employer meets certain conditions, has created uncertainty regarding the future of claims
21 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and
22 also now, there is uncertainty regarding the PAGA claim.

23 30. While Plaintiff disagrees with Defendant's contentions and maintain that their
24 PAGA claim have merit, in reaching the settlement, Plaintiff and his counsel took into account
25 the strengths and weaknesses of each side's position and the uncertainty of how the case might
26 have concluded as litigation continued, at trial, and/or upon appeal.

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31. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator Mark S. Rudy, Esq., who is highly experienced in mediation complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

32. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$200,000.00, which represents approximately forty percent (40%) of the Total Settlement Amount. Pursuant to the contingency-fee agreements entered into by and between Plaintiffs and Plaintiff's Counsel, Plaintiffs have agreed to contingency-fees of at least forty-five percent (45%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

33. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **280.50 hours** performing tasks to obtain a recovery on behalf of Plaintiffs, 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 several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

34. The work performed in this particular case, the background of Lawyers for Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$850 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland,*

1 *et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was
2 granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of
3 \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler*
4 *Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was
5 granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77;
6 and final approval of the class and representative action settlement in *Demetrius Camarillo v.*
7 *Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was
8 granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

9 **LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL**

10 35. The Settlement provides for reimbursement of litigation costs and expenses of up
11 to \$20,000.00. Plaintiff's Counsel seeks reimbursement of the maximum amount allocated under
12 the Settlement \$15,901.52 for litigation costs and expenses incurred in this case, as reflected in
13 the Case Cost Detail attached hereto as "**EXHIBIT 4.**" It should be noted that Plaintiff's
14 Counsel has borne all of the risks and costs of litigation to date and will not receive any
15 compensation until a recovery is obtained in this matter. These costs and expenses were
16 reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The
17 amount sought for reimbursement is less than the maximum amount (\$20,000.00) allocated
18 under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost
19 savings of \$4,098.48 will be part of the Net Settlement Amount.

20 **GENERAL RELEASE FEE TO PLAINTIFF**

21 36. For his broader individual waiver and release of claims with a California Civil
22 Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the
23 Settlement provides a General Release Fee to Plaintiff in the total amount of \$10,000.00 to be
24 paid out of the Total Settlement Amount, subject to approval by the Court. The requested
25 General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken
26 significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing
27 this matter, Plaintiff stepped into the shoes of the State of California and undertook the
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responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his 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. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement Shares he will receive as an aggrieved employee.

37. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 17th day of December 2024, at Glendale, California.



Brian J. St. John

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 Isaac Reyes (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined below) and Platinum Security, 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 January 2019 to approximately February 15, 2020;

(b) On July 21, 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, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, thereby initiating LWDA Case Number LWDA-CM-838811-21 (the “PAGA Notice”);

(c) On September 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 *Isaac Reyes v. Platinum Security, Inc.*, Los Angeles Superior Court Case No. 21STCV35313 (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 May 3, 2022, the Parties mediated the Action with Mark S. Rudy, Esq. The Parties did not reach a settlement at the mediation; however, with the aid of the mediator’s evaluation and continued negotiations, 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 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.

3. Consideration.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of \$500,000.00 (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of 40% of the Total Settlement Amount, which is \$200,000.00 if the Total Settlement Amount remains \$500,000.00, and reimbursement of litigation costs and expenses in the amount of up to Twenty Thousand Dollars (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of (\$10,000) (“General Release Fee”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Eight Thousand Dollars (\$8,000.00) (“Settlement Administration Costs”) to Simpluris (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) 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 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 May 10, 2020 through August 19, 2022 is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) Prior to executing this Settlement Agreement, the Parties entered into a short form Memorandum of Understanding-PAGA Settlement (“MOU”). As part of the MOU, Defendant represented that the Aggrieved Employees were estimated to consist of approximately 2,057 individuals who worked approximately 38,534 Compensable Pay Periods during the period from May 10, 2020 through May 3, 2022. If the actual number of Compensable Pay Periods during the period of May 10, 2020 through October 26, 2022 was more than 10% above 38,534 (i.e., was more than 42,387), Defendant had the option to (1) increase the Total Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Compensable Pay Periods above ten percent (10%), (e.g., if the number of pay periods increases by 11% to 42,772 pay periods, the Total Settlement Amount will increase by one percent (1%)) or (2) end the PAGA Period on the last day that the total Compensable Pay Periods did not exceed 42,387. Defendant subsequently confirmed that number of Compensable Pay Periods during the period of May 10, 2022 through October 26, 2022 exceeded the 42,387 threshold and exercised its option to end the PAGA Period on the last day that the total Compensable Pay Periods did not exceed 42,387, i.e., August 19, 2022.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the

payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

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 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. **Disbursal of Settlement Funds.**

(a) Subject to Court approval, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) 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.

6. **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 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 Spencer Waldron of Fisher & Phillips LLP ("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, the entirety of this Settlement Agreement shall be null and void.

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

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described 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 as follows:

(1) Payment 1: A payment of \$166,666.67 within 30 calendar days of the Court's order granting approval of this Settlement Agreement.

(2) Payment 2: A payment of \$166,666.67 to be paid within 6 months after Payment 1;

(3) Payment 3: A payment of \$166,666.67 to be paid within 6 months after Payment 2.

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.

(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 between during the PAGA Period ("Compensable Pay Periods"). Specifically, 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 Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable 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.

(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 fifteen (15) calendar days after the Court's order granting approval of the Settlement, 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) Compensable Pay Periods.

(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 Payment 1 of the 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 ninety (90) 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 his respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives Payment 1 of the Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff and the Employees’ Portion to the Aggrieved Employees. Any monies left over from Payment 1 shall be held by the PAGA Settlement Administrator in a Qualified Settlement Fund.

(e) After the PAGA Settlement Administrator receives Payment 2 of the Total Settlement Amount, the PAGA Settlement Administrator shall hold this payment in the Qualified Settlement Fund

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives Payment 3 of the Total Settlement Amount, the PAGA Settlement Administrator shall transmit: (i) the LWDA Payment to the LWDA, (ii) Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel, and (iii) Settlement Administration Costs to itself.

(g) At the request of Plaintiff’s Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles for the distribution of Attorneys’ Fees and Costs. Any additional expenses associated with doing so will be paid separately by Plaintiff’s Counsel.

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

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and

forever discharged Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, 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 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation 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 Order 4-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this 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 any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the

Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) 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.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **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) 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.

(c) 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.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Mark S. Rudy, 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.

(e) 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: 10/29/2024, 2024

Electronically Signed:  2024-10-30 04:15:10 UTC - 172.58.211.49
Nintex AssureSign® 4a131da1-7ae2-4c39-a7d2-b218018a7772

Isaac Reyes
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Platinum Security, Inc.

Date: 11/14/2024, 2024

Michael Farag
Michael Farag (Nov 14, 2024 08:39 PST)

Name: **Michael Farag**
Title: **CEO**

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: October 31, 2024



Arby Aiwan
Joanna Ghosh
Tara Zabehi
Brian J. St. John
Attorneys for Plaintiff Isaac Reyes

FISHER & PHILLIPS, LLP

Date: 11/11/2024, 2024

Spencer Waldron
Spencer Waldron
Attorneys for Defendant Platinum Security, Inc.

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Reyes v. Platinum Security, Inc.*, Los Angeles Superior Court Case No. 21STCV35313

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 *Reyes v. Platinum Security, Inc.*, Los Angeles Superior Court Case No. 21STCV35313 (“Action”).

The lawsuit was filed on September 24, 2021 by Isaac Reyes (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for 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. Prior to filing the lawsuit, on July 21, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his 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 Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-838811-21 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Platinum Security, Inc. (“Defendant”).

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 May 10, 2020 through August 19, 2022 (“Aggrieved Employees”). The period May 10, 2020 through August 19, 2022 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 is 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.

Under the settlement, as of **<<date of entry of order by the Court approving the Settlement>>**, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, 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 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation 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 Order, including *inter alia*, Wage Order 4-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-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, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **PAGA Settlement Administrator** at **[toll-free phone number]**.

EXHIBIT 2

LAWYERS FOR JUSTICE

July 21, 2021

BY ONLINE SUBMISSION

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

Re: PLATINUM SECURITY, INC.

Dear Representative:

We have been retained to represent Isaac Reyes against Platinum Security, Inc., (including any and all affiliates, subsidiaries, parents, directors, officers, agents and executive employees) (collectively referred to as "Platinum Security") for violations of California wage-and-hour laws. Mr. Reyes 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. Reyes 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.

Platinum Security employed Mr. Reyes as an hourly-paid, non-exempt employee from approximately January 2019 through the current date, in the State of California.

The "aggrieved employees" that Mr. Reyes 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, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Platinum Security 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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and any other applicable IWC Wage Order.

Platinum Security 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. Such work included, but was not limited to

remaining on duty to perform the daily job duties of the position, driving for business-related purposes, responding to work related inquiries from supervisors, cleaning, performing time sensitive tasks, and completing time sensitive paperwork. Platinum Security rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Platinum Security over time, resulting in aggrieved employees being underpaid for their time worked.

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. Reyes and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Reyes 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, Platinum Security required Mr. Reyes 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. Platinum Security also required aggrieved employees to stay on work premises during 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, Platinum Security failed to pay Mr. Reyes 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, Platinum Security failed to pay Mr. Reyes 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, Platinum Security did not provide Mr. Reyes and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Platinum Security 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. Reyes 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. Reyes 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. Reyes 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. Reyes 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. Reyes 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, Platinum Security failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Reyes and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the

employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Platinum Security failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

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, Platinum Security did not provide Mr. Reyes 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 4-2001, and any other applicable IWC Wage Order, 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, Platinum Security failed to pay Mr. Reyes 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. Reyes 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, Platinum Security failed to pay Mr. Reyes and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Reyes 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.

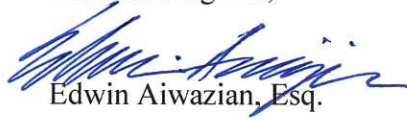
California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Reyes and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Platinum Security. These costs include, but are not limited to, the use of personal phones for business-related tasks, the maintenance and purchase of clothes and shoes to comply with the dress/uniform code policy, and the purchase of personal protective equipment and other necessary supplies for work.

Therefore, on behalf of all aggrieved employees, Mr. Reyes 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, including civil penalties pursuant to Labor Code section 558.

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,



Edwin Aiwazian, Esq.

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

Platinum Security, Inc.
c/o Agent for Service of Process
Michael Farag
11300 W. Olympic Boulevard, Suite 900
Los Angeles, CA 90064

EXHIBIT 3

ISAAC REYES V. PLATINUM SECURITY, INC.
Los Angeles County Superior Court Case No. 21STCV35313 (“PAGA Action”)

ISAAC REYES V. PLATINUM SECURITY, INC.
Los Angeles County Superior Court Case No. 21STCV11901 (“Class Action”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS FOR JUSTICE, PC
Investigation and Research / Due Diligence	
Review and Analyze Court Papers and Monitor Proceedings in <i>Jerry Tomlinson v. Platinum Security, Inc.</i> , Los Angeles County Superior Court Case No. 21STCV46044	2.50
Meet and Communicate with Plaintiff Reyes During the Pendency of the Case	34.60
Investigate, Interview, and/or Communicate with Putative Class Members and/or Percipient Witnesses	14.50
Pleadings and Court Filings	
Draft Plaintiff Reyes’s Class Action Complaint for Damages and Legal Research and Analysis of All Claims Involved (filed on March 26, 2021) (Class Action)	7.30
Review Court’s Notice of Case Assignment (filed on March 26, 2021) (Class Action)	0.10
Review Court’s Minute Order Re: Complex Designation (filed on April 20, 2021) (Class Action)	0.10
Review Defendant’s Notice of Appearance (served on May 24, 2021) (Class Action)	0.10

Meet and Confer with Defendant's Counsel, and Draft Joint Initial Status Conference Class Action Response Statement (submitted on June 28, 2021) (Class Action)	1.50
Review Court's Case Anywhere Messageboard Posting Re: Continuance Request Granted (filed on July 1, 2021) (Class Action)	0.10
Review Court's Order Authorizing Electronic Service (filed on July 2, 2021) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Updated Joint Initial Status Conference Class Action Response Statement (submitted on July 29, 2021) (Class Action)	1.50
Review Court's Case Anywhere Messageboard Posting Re: Continuance Request Granted (filed on August 3, 2021) (Class Action)	0.10
Review Court's Minute Order Re: Initial Status Conference (filed on August 5, 2021) (Class Action)	0.10
Research and Draft Plaintiff Reyes's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. and Legal Research and Analysis of All Claims Involved (filed on September 24, 2021) (PAGA Action)	7.10
Review Court's Notice of Case Assignment (filed on September 24, 2021) (PAGA Action)	0.10
Review Court's Notice of Case Management Conference (filed on September 28, 2021) (PAGA Action)	0.10
Review Court's Case Anywhere Messageboard Posting Re: Continuance Request Granted (filed on December 10, 2021) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Further Status Conference (submitted on December 27, 2021) (Class Action)	1.30

Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Case Management Conference and Extend Defendant's Responsive Pleading Deadline Pending Mediation; [Proposed] Order (submitted on December 27, 2021) (PAGA Action)	1.80
Review Court's Case Anywhere Messageboard Posting Re: Continuance Request Granted (filed on December 31, 2021) (Class Action)	0.10
Review Court's Order Continuing Further Status Conference (filed on January 3, 2022) (Class Action)	0.10
Review Court's Order to Continue Case Management Conference and Extend Defendant's Responsive Pleading Deadline Pending Mediation (filed on January 3, 2022) (PAGA Action)	0.10
Draft Plaintiff's Case Management Conference Statement (filed January 7, 2022) (PAGA Action)	0.50
Review Court's Minute Order Re: Court Order Moving Case Management Conference (filed on March 30, 2022) (PAGA Action)	0.10
Review Defendant's Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. (served May 20, 2022) (PAGA Action)	1.20
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Initial Status Conference; [Proposed] Order (submitted on May 23, 2022) (Class Action)	1.40
Review Defendant's Notice of Related Case (served June 14, 2022) (PAGA Action)	0.10
Review Court's Order to Continue Case Management Conference (filed on June 16, 2022) (PAGA Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Case Management Conference (submitted on June 16, 2022) (PAGA Action)	1.30
Review Court's Minute Order Re: Court Order on Related Cases (filed on June 27, 2022) (Class Action and PAGA Action)	0.10

Review Defendant's Notice of Related Case (served July 25, 2022) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Initial Status Conference; [Proposed] Order (submitted on July 28, 2022) (Class Action)	1.10
Review Court's Minute Order Re: Court Order on Related Cases (filed on August 11, 2022) (Class Action and PAGA Action)	0.10
Review Defendant's Notice of Ruling Re: Related Cases (served August 15, 2022) (Class Action)	0.10
Review Jerry Tomlinson's Notice of Related Case Re: <i>Tomlinson v. Platinum Security, Inc.</i> (filed September 12, 2022) (Class Action and PAGA Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Initial Status Conference; Proposed Order (submitted on October 17, 2022) (Class Action)	1.20
Review Court's Order to Continue Initial Status Conference (filed on October 20, 2022) (Class Action)	0.10
Review Court's Minute Order Re: Further Status Conference (filed on October 24, 2022) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Initial Status Conference and Further Status Conference; [Proposed] Order (submitted on December 27, 2022) (Class Action)	1.20
Review Court's Order to Continue Initial Status Conference and Further Status Conference (filed on December 27, 2022) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Status Report and Notice of Settlement (submitted on December 27, 2022) (PAGA Action)	1.00
Review Court's Minute Order Re: Continuance (filed January 4, 2023) (PAGA Action)	0.10

Review Court's Case Anywhere Messageboard Posting Re: Status Inquiry (filed on January 4, 2023) (PAGA Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft [Proposed] Order Authorizing Electronic Service (Case Anywhere) (submitted on January 9, 2023) (PAGA Action)	0.10
Review Court's Order Authorizing Electronic Service (Case Anywhere) (filed on January 10, 2023) (PAGA Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Initial Status Conference and Further Status Conference; [Proposed] Order (filed on May 1, 2023) (Class Action)	1.0
Review Court's Order to Continue Initial Status Conference and Further Status Conference (filed on May 1, 2023) (Class Action)	0.10
Review Court's Minute Order Re: Continuance of May 5, 2024 Hearing (filed on May 3, 2023) (Class Action and PAGA Action)	0.10
Review Court's Minute Order Re: Further Status Conference and Initial Status Conference Vacated (filed on September 1, 2023) (Class Action and PAGA Action)	0.10
Review Court's Minute Order Non-Appearance Case Review Re: Status of Motion for Preliminary Approval (filed on December 27, 2023) (Class Action and PAGA Action)	0.10
Review Court's Minute Order Non-Appearance Case Review Re: Status of Motion for Preliminary Approval (filed on May 15, 2024) (Class Action and PAGA Action)	0.10
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Isaac Reyes (served on February 10, 2021)	1.90

Draft Follow-Up Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Isaac Reyes (served on April 13, 2019)	1.90
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Isaac Reyes for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on July 21, 2021)	4.50
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	15.0
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Defendant Prior to May 2022 Mediation	75.50
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting the Mediation Brief and Compiling the Mediation Exhibits in Support of Mediation Brief (submitted on May 2, 2022), and Performing Damages Analysis/Calculations	32.50
Remotely Attend Mediation Session (May 3, 2022; Zoom Video Conference)	15.00
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (executed on May 26, 2023)	2.50
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement and Release (executed on November 14, 2024) and PAGA Cover Letter	24.00
Law and Motion	
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 and Costs, General Release Fee, and	22.50

Settlement Administration Costs, Declaration of Brian J. St. John in Support Thereof, and [Proposed] Order and Judgment (filed on December 17, 2024) (Anticipated)	
Total Hours:	280.50

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Reyes v. Platinum Security, Inc.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
2/10/2021	U.S. Postmaster	Postage	\$7.15
3/26/2021	Legal Document Server, Inc.	Attorney Service	\$180.23
3/26/2021	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
3/26/2021	Los Angeles Superior Court	Complex Filing Fee	\$1,000.00
4/13/2021	U.S. Postmaster	Postage	\$9.50
4/23/2021	Legal Document Server, Inc.	Attorney Service	\$110.00
5/3/2021	Legal Document Server, Inc.	Attorney Service	\$220.00
6/28/2021	Legal Document Server, Inc.	Attorney Service	\$110.00
9/3/2021	Case Anywhere, LLC	Attorney Service	\$84.00
12/7/2021	Case Anywhere, LLC	Attorney Service	\$120.00
12/27/2021	Legal Document Server, Inc.	Attorney Service	\$16.15
12/27/2021	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
1/20/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
1/25/2022	Mark S. Rudy	Mediation Fee	\$11,000.00
3/4/2022	Case Anywhere, LLC	Attorney Service	\$132.00
5/23/2022	Legal Document Server, Inc.	Attorney Service	\$16.55
5/23/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
6/7/2022	Case Anywhere, LLC	Attorney Service	\$126.00
7/28/2022	Legal Document Server, Inc.	Attorney Service	\$17.30
7/28/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
9/9/2022	Case Anywhere, LLC	Attorney Service	\$126.00
10/17/2022	Legal Document Server, Inc.	Attorney Service	\$17.30
10/17/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
10/20/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
12/8/2022	Case Anywhere, LLC	Attorney Service	\$132.00
12/27/2022	Legal Document Server, Inc.	Attorney Service	\$17.30
12/27/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
12/30/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
3/3/2023	Case Anywhere, LLC	Attorney Service	\$144.00
4/28/2023	Legal Document Server, Inc.	Attorney Service	\$17.54
4/28/2023	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
5/1/2023	Legal Document Server, Inc.	Attorney Service	\$105.00
5/9/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
6/2/2023	Case Anywhere, LLC	Attorney Service	\$132.00
9/4/2023	Case Anywhere, LLC	Attorney Service	\$120.00
12/7/2023	Case Anywhere, LLC	Attorney Service	\$120.00
3/5/2024	Case Anywhere, LLC	Attorney Service	\$120.00
6/5/2024	Case Anywhere, LLC	Attorney Service	\$120.00

LAWYERS for JUSTICE PC CASE COST DETAIL
Reyes v. Platinum Security, Inc.

9/5/2024

Case Anywhere, LLC

Attorney Service

\$120.00

Total: \$15,058.27

LAWYERS for JUSTICE PC CASE COST DETAIL
Reyes vs. Platinum Security, Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/21/2021	U.S. Postmaster	Postage	\$7.50
7/21/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/27/2021	One Legal	Attorney Service	\$29.51
9/27/2021	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
10/27/2021	ProLegal	Attorney Service	\$95.04
12/28/2021	Legal Document Server, Inc.	Attorney Service	\$15.20
1/10/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
1/10/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
1/11/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
5/10/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
6/16/2022	Los Angeles Superior Court	Stipulation & Order Fee	\$20.00
6/16/2022	Legal Document Server, Inc.	Attorney Service	\$16.55
6/16/2022	Los Angeles Superior Court	Document Download Fee	\$25.60
6/27/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
12/27/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
1/9/2023	Legal Document Server, Inc.	Attorney Service	\$15.95
1/25/2023	Legal Document Server, Inc.	Attorney Service	\$15.95
Total:			<u>\$843.25</u>