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Attorneys for Plaintiff

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

RYAN KISTLER, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

CABLECOM, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG21112665

Honorable Stephen Kaus
Department 19

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

[Notice of Motion and Motion for Approval
of Private Attorneys General Act (Cal. Labor
Code § 2698, *Et Seq.*) Settlement Agreement
and Award of Attorneys' Fees and Costs,
General Release Fee, and Settlement
Administration Costs; Declaration of
Plaintiff (Ryan Kistler); and [Proposed]
Order and Judgment filed concurrently
herewith]

Reservation No.: 799329230333
Date: March 18, 2024
Time: 3:00 p.m.
Department: 19

Complaint Filed: September 14, 2021
Trial Date: None Set

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

DECLARATION OF JOANNA GHOSH

I, Joanna Ghosh, 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 Ryan Kistler (“Plaintiff”). 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 representative and 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 and representative actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is 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

1 as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the
2 Second Appellate District. In December of 2004, he obtained a license to practice law from the
3 California State Bar. Since in or around October of 2008, through his work at Lawyers *for*
4 Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment
5 class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100)
6 motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert
7 witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations.
8 Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he
9 has successfully litigated cases involving the executive, administrative, and other overtime
10 exemptions to the State of California and federal overtime compensation requirements. Under
11 his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
12 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
13 1,000 class action or representative action cases.

14 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He
15 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
16 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
17 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
18 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
19 From approximately August 2008 to approximately December 2008, he served as a Judicial
20 Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the
21 Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice
22 before all courts of the State of California and all United States District Courts in the State of
23 California. He has worked on many wage-and-hour class action and representative action cases,
24 taking the lead in taking and defending depositions, arguing motions, and attending mediations.
25 He has played an integral role in preparing matters for class certification, including and not
26 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
27 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
28 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County

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

6 5. I am a Managing Member of Lawyers for Justice, PC. I received a Bachelor of
7 Arts degree from California State University, Los Angeles in 2006, a Master of Science degree
8 from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
9 University Law Center in 2010. I am admitted to practice in California (since 2010) and in New
10 York (since 2013), and am admitted to practice in all U.S. District Courts in California, the U.S.
11 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. I have
12 taken and defended dozens of depositions and successfully handled motion practice in class
13 action cases regarding discovery (including and not limited to, regarding class contact
14 information), class certification (both contested class certification and stipulated class
15 certification), arbitration agreements, coordination, and intervention. I have successfully handled
16 briefing and oral argument on appeal and obtained notable decisions regarding the Private
17 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
18 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24,
19 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). I
20 have significant experience with class actions, including and not limited to working on cases to
21 obtain class certification through contested motion practice and working on cases in the post-
22 certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study,
23 and trial preparation in conjunction with co-counsel in a case involving a certified class
24 consisting of approximately 2,600 individuals). I also have extensive experience with class
25 action and/or representative action settlements, and have handled this process in over three
26 hundred (300) cases. Under Edwin Aiwasian, Arby Aiwasian, and my supervision, the firm has
27 handled the class certification and court approval process for hundreds of class action and/or
28 representative action matters that have successfully resolved. I am a member of the California

Employment Lawyers Association.

EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES

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

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

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

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

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

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

Superior Court Case Number is S-1500-CV-273194-LHB.

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

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

h) 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 household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

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

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

Council Coordination Proceeding Number is 4794.

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

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

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

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

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

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer’s motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*

1 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
2 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
3 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
4 5046.

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

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

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

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

25 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
26 representative action against a food company on behalf of non-exempt employees. On June 30,
27 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Sacramento County Superior Court Case Number is 34-2015-00175871.

1 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a chocolate company on behalf of non-exempt employees. On July
3 19, 2017, the court granted final approval of the class and PAGA representative action
4 settlement. The Alameda County Superior Court Case Number is RG15764300.

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

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

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

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

25 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a global provider of flexible office
27 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
28 representative action settlement. The Los Angeles County Superior Court Case Number is

1 BC498401.

2 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
3 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
4 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
5 The Tulare County Superior Court Case Number is VCU264528.

6 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a behavioral health service provider on behalf of non-exempt
8 employees. On November 13, 2018, the court granted final approval of the class and PAGA
9 representative action settlement. The Alameda County Superior Court Case Number is
10 RG16811450.

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

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

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

26 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a national retailer of apparel and
28 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted

the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) Lfj, in association with co-counsel therein, 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 for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) Lfj, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

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

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

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1 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against manufacturer and supplier of power products and services on
3 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
4 motion for class certification and certified a class. On August 27, 2021, the court granted final
5 approval of the class action settlement. The San Diego County Superior Court Case Number is
6 37-2015-00025968-CU-OE-CTL.

7 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
8 nutritional products manufacturer on behalf of non-exempt production line employees. On
9 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
10 certified a class. The Solano County Superior Court Case Number is FCS051001.

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

16 **THE SETTLEMENT REACHED IN THE ACTION**

17 7. Marked and attached hereto as "EXHIBIT 1" is the Private Attorneys General
18 Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement
19 Agreement"), entered into between Plaintiff Ryan Kistler, for himself and on behalf of the State
20 of California with respect to other aggrieved employees pursuant to the Private Attorneys
21 General Act, and Defendant CableCom, LLC ("Defendant"). The parties have also drafted and
22 agreed to the form and content of the proposed informational cover letter ("Cover Letter") for
23 mailing to Aggrieved Employees when Individual Settlement Share checks are distributed to
24 them, in substantially the form attached as "EXHIBIT 1" to the [Proposed] Order and Judgment
25 Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
26 Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and
27 Settlement Administration Costs. The Court is respectfully requested to approve the proposed
28 Cover Letter.

1 8. Under the Settlement, the Aggrieved Employees consist of the following
2 individuals: all current and former non-exempt employees employed by Defendant within the
3 State of California during the period from July 6, 2020 to December 16, 2022 (“Aggrieved
4 Employees”). In preparation for mediation, Defendant estimated that there were approximately
5 nine-hundred and thirty-nine (939) Aggrieved Employees for the time period from April 6, 2020
6 to September 30, 2022.

7 9. Plaintiff has satisfied the prerequisites under California Labor Code section
8 2699.3(a), including, and not limited to, providing the California Labor and Workforce
9 Development Agency (“LWDA”) and the employer with written notice of the specific provisions
10 of the California Labor Code that are alleged to have been violated, including the facts and
11 theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff
12 Ryan Kistler that was dated July 9, 2021 (“PAGA Notice”). The PAGA Notice was sent by U.S.
13 Certified Mail to the employer and submitted to the LWDA by way of online submission on the
14 LWDA’s website. The LWDA did not respond to the letter that was sent on behalf of Plaintiff.
15 A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT 2.**”

16 10. The Settlement is for the gross amount of One Million Six Hundred Fifty
17 Thousand Dollars (\$1,650,000.00) (“Total Settlement Amount”), which Defendant will pay
18 under the Settlement, subject to increase pursuant to Section III(b) if Aggrieved Employees’
19 workweeks exceed 73,812 for the period April 9, 2020 through September 30, 2022. The
20 Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement
21 Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of up to
22 \$577,500.00 for attorneys’ fees and for reimbursement of actual litigation costs and expenses to
23 Lawyers for Justice, PC (“Plaintiffs’ Counsel”); (2) General Release Fee of up to \$10,000.00 to
24 Plaintiff; and (3) Settlement Administration Costs of up to \$10,000.00 to the PAGA Settlement
25 Administrator. Assuming that the requested Attorneys’ Fees and Costs, General Release Fee,
26 and Settlement Administration Costs are approved by the Court, the Net Settlement Amount is
27 estimated to be approximately \$1,052,500.00. The Net Settlement Amount will be distributed to
28 the LWDA and the PAGA Employees pursuant to California Labor Code section 2699(i).

Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$789,375.00 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$263,125.00 (“Employees’ Portion”), will be distributed to the PAGA Employees on a *pro rata* basis, based upon the number of workweeks in which Aggrieved Employees performed work for CableCom, LLC as non-exempt employees in California during the PAGA Release Period (“Qualified Workweeks”). 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 \$10,000.00 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

11. 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.

12. The parties have engaged in, collectively, several years of litigation through two (2) lawsuits. Specifically, Plaintiff commenced a putative class action against Defendant on August 10, 2021, entitled *Ryan Kistler v. CableCom, LLC*, Alameda County Superior Court Case No. RG21108560 (“State Class Action”), and the above-captioned PAGA action against Defendant on September 14, 2021 (“Action” or “State PAGA Action”). Defendant removed the State Class Action to the United States District Court for the Northern District of California, and filed a Motion to Compel Arbitration and Dismiss Class Claims in that matter (which, after being fully briefed, was granted on or about January 26, 2022, and resulted in Plaintiff’s individual claims being compelled to arbitration and the putative class action claims being dismissed

without prejudice). In the Action, Defendant filed a Demurrer and a Motion to Stay the Action (both of which were extensively briefed through moving, opposition, and supplemental papers, argued through multiple hearings, and ultimately denied). In requesting that the Action be stayed, Defendant argued, in part, that the causes of action in the two cases were the same and that a stay was required to avoid what it contended was improper claim splitting and because the federal court had ordered arbitration in the putative class action. Defendant further argued that if Plaintiff had plead the PAGA claim as part of the putative class action, then Plaintiff's PAGA action would be dismissed or stayed pending arbitration of Plaintiff's individual claims; Defendant also argued that Plaintiff must demonstrate that he is an aggrieved employee in some fashion, that the arbitrator must make that decision first, and that Defendant would then be entitled to raise a *res judicata* argument if the arbitrator rules in Defendant's favor. Ultimately, despite the fate of the individual and class damages claims asserted in the putative class action, the Action seeking civil penalties under PAGA has continued and reached a resolution that provides for a significant monetary payment of civil penalties to the State of California and Aggrieved Employees.

13. After engaging in extensive investigations, serving formal discovery, and engaging in informal discovery and exchange of documents, data, and information, the parties participated in settlement negotiations to try to resolve the Action. These efforts included participating in a full-day mediation on December 16, 2022, conducted by Francis J. Ortman III, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator and the mediator's evaluation, the parties ultimately reached the Settlement described herein. In the course of mediation and settlement negotiations, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, manageability, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, arbitration agreements, exemption, and waivers, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial

position.

14. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation, served formal discovery, and engaged in informal discovery and exchange of information, documents, data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources. The documents and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, or otherwise pertained to, the employment records of Plaintiff and other putative class members/aggrieved employees, a sampling of aggrieved employee time and pay data, Defendant's Employee Handbook, various agreements and acknowledgments (including, *inter alia*, arbitration agreements, meal waivers, and on-duty meal agreements), and Defendant's operations and employment practices, policies, and procedures documents (such as, Defendant's Meal and Rest Break Policies, Timekeeping Policy, Minimum Wage Policy, and Employee Expense Reimbursement Policy), among other documents. Counsel for the parties undertook significant investigation and evaluation of Plaintiff's claims and allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included and was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, motions, case management, mediation, and settlement negotiations, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, motion-related papers, mediation brief, and settlement agreement; preparing for and engaging in the mediation and settlement negotiations; and preparing for and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, manageability, off-the-clock theory, wage-and-hour enforcement, arbitration agreements, exemption, and waivers.

15. 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.

16. Plaintiff and his counsel have considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In this litigation, Defendant aggressively contended that whether or not Plaintiff was aggrieved would have to be demonstrated and determined in arbitration, and that Defendant would be entitled to raise a *res judicata* argument if the arbitrator rules in Defendant's favor. Furthermore, in order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations with respect to not only Plaintiff but also the other aggrieved employees, and demonstrate that Defendant's conduct warrants the imposition of penalties. Plaintiff's core allegation is that Defendant has violated the California Labor Code by failing to pay all wages due, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

17. 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 its non-exempt 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.

18. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees whom Plaintiff seeks to represent are subject to enforceable agreements that include, *inter alia*, delegation clauses, class and collective action waivers, and binding

individual arbitration provisions. Defendant contended that these agreements could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. Although the parties disagree on whether or not Defendant has enforceable arbitration agreements and their impact, there is more uncertainty regarding the viability of PAGA claims in the judicial forum, arising from the U.S. Supreme Court’s decision in *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. The California Supreme Court eventually, recently confirmed that PAGA representative claims are viable and can continue to be prosecuted in *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. However, the decision by the California Supreme Court in *Adolph v. Uber Technologies* suggests, and it is still possible that, trial courts will stay representative/non-individual PAGA claims pending arbitration of a plaintiff’s individual PAGA claims and if a plaintiff is determined to not be an “aggrieved employee” for PAGA purposes, issue preclusion could apply and, once reduced to a final judgment, trial courts are bound by the arbitrator’s determination and the plaintiff loses standing to pursue non-individual PAGA claims. It should be noted that at the time that the parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

19. Even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. Defendant challenged Plaintiff’s standing as an aggrieved employee and denied that any of Defendant’s other employees with respect to whom Plaintiff seeks civil penalties, were aggrieved. Aside from challenges relating to standing, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to the plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued that the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that

1 the Court was unlikely to assess cumulative penalties for the maximum number of possible,
2 separate California Labor Code violations, because it would be unjust, arbitrary, oppressive,
3 and/or confiscatory—especially where certain conduct may be regulated by multiple provisions
4 of the California Labor Code that are interrelated and work in tandem.

5 20. Counsel for the parties invested time reviewing, analyzing, and considering the
6 relevant information, documents and data regarding Plaintiff’s and Aggrieved Employees’
7 employment with Defendant, and this information made it possible to calculate the potential
8 value and strength of the PAGA claim. Accordingly, the parties have conducted sufficient
9 investigation and review of information to be sufficiently apprised of the nature and extent of the
10 PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for
11 its fairness, adequacy, and reasonableness. The parties have also considered the settlement
12 negotiations and the recommendations of the mediator, Francis J. Ortman, Esq., who is highly
13 experienced in mediating complex labor and employment matters. The parties have agreed that
14 this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well
15 as the costs and risks to both sides that would attend further litigation. The Settlement takes into
16 account the strengths and weaknesses of each side’s position and the uncertainty of how the case
17 might have concluded as litigation continued, at trial, and/or upon appeal.

18 21. As set forth more fully in the accompanying motion, Plaintiff’s Counsel seeks
19 attorneys’ fees and reimbursement of litigation cost and expenses in the sum total of
20 \$577,500.00. The amount of attorneys’ fees sought represents approximately thirty-four and
21 fifteen hundredth percent (34.15%) of the Total Settlement Amount, as provided by the
22 Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between
23 Plaintiff and Plaintiff’s Counsel, Plaintiff has agreed to a contingency fee of at least thirty-five
24 percent (35%) of the recovery. The attorneys’ fees sought are commensurate with: (1) the risk
25 that Plaintiff’s Counsel took in commencing the matter; (2) the time, effort, and expense that
26 Plaintiff’s Counsel dedicated to the matter; (3) the skill and determination that Plaintiff’s
27 Counsel has shown; (4) the results that Plaintiff’s Counsel has achieved throughout the litigation;
28 (5) value of the settlement that Plaintiff’s Counsel has achieved; and (6) the other cases that

1 Plaintiffs' Counsel has turned down in order to devote its time and efforts to this matter.

2 22. I am aware that common and acceptable rates for contingency representation in
3 wage and hour class and representative action litigation are normally in the range from 33.3% to
4 50%.

5 23. While not necessarily required to be demonstrated because a percentage of the
6 fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many
7 hours of work in connection with prosecuting this matter such that the requested attorneys' fees
8 award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC
9 have spent a total of **488.90 hours** performing tasks to obtain a recovery on behalf of Plaintiff,
10 the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an
11 Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by
12 attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These
13 hours include work done by myself and several other attorneys at the firm. Also, separate from
14 the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support
15 personnel actively engaged in assisting with the prosecution of the matter.

16 24. The work performed in this particular matter, the background of our firm, as well
17 as the individual backgrounds, training, and experience of the attorneys who worked on this
18 matter, in litigating complex wage-and-hour class and PAGA representative actions, support a
19 reasonable blended hourly rate of compensation of at least \$800 per hour for work performed by
20 Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the
21 firm at the rate of at least \$800 per hour for legal services performed, by courts granting approval
22 of wage and hour class action and/or representative action settlements in other cases: final
23 approval of the class and representative action settlement in *David Dugan v. TEC Equipment,*
24 *Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021,
25 and the award of attorneys' fees involved compensation at the rate of \$936.47 per hour; final
26 approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan*
27 *Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021,
28 and the award of attorneys' fees involved compensation at the rate of \$919.57 per hour; 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 compensation at the rate of \$855.96 per hour; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved compensation at the rate of \$831.38 per hour; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved compensation at the rate of \$845.64 per hour.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

25. Plaintiff's Counsel seeks reimbursement of \$14,009.93 for litigation costs and expenses incurred in the Action, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 4." These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter.

GENERAL RELEASE FEE TO PLAINTIFF

26. In recognition of his efforts and work in spearheading the litigation of this matter, as well as for his broader release of individual claims with a California Civil Code Section 1542 waiver, the Settlement provides a General Release Fee to Plaintiff in the amount of up to \$10,000.00, to be paid out of the Total Settlement Amount (as set forth in Sections III(a)(2) and VIII(d) of the Settlement Agreement). The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with 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.

27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, and is within the accepted range of recoveries for this type of litigation. Plaintiff's Counsel further submits that the Settlement is fair, reasonable, and adequate, and in the best interests of Plaintiff, the State of California, and other Aggrieved Employees, 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 31 day of January 2024, at Glendale, California.



Joanna Ghosh

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 Ryan Kistler ("Plaintiff"), for himself and as a representative of the State of California and the Aggrieved Employees (as defined in Section III(a)(5) below) and CableCom, LLC ("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.

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

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately September 2018 to approximately January 2021.

(b) On July 9, 2021, Lawyers for Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff Kistler 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, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff Kistler'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, 558, 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 and 16-2001, thereby initiating LWDA Case Number LWDA-CM-837424-21 (the "PAGA Notice");

(c) On September 14, 2021, Plaintiff Kistler 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 *Ryan Kistler v. CableCom, LLC*, Alameda Superior Court Case No. RG21112665 (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 December 16, 2022, the Parties mediated the Action with Francis J. Ortman III, Esq. and ultimately reached the Settlement described herein to resolve the Action in its entirety;

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

II. **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.

III. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement (in his individual capacity and as a proxy for the State of California) and complying with its terms, Defendant shall pay the maximum gross sum of One Million Six Hundred Fifty Thousand Dollars and Zero Cents (\$1,650,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein). This amount includes all attorneys' fees, costs, administration costs, PAGA payments, and General Release Fees. In no event shall Defendant be liable for more than \$1,650,000.00 as a result of this settlement, except as provided in Section III(b). There will be no employer-side tax contributions or obligations because the entire settlement is allocated as civil penalties and none as wages. Specifically, the Total Settlement Amount will be allocated as follows:

(1) Plaintiff's Counsel will request Court approval of an award of attorneys' fees, plus actual costs and expenses as supported by declaration, not to exceed thirty-five percent (35%) of the Total Settlement Amount, which is Five Hundred Seventy-Seven Thousand Five Hundred Dollars and Zero Cents (\$577,500.00) (collectively, "Attorneys' Fees and Costs"). Defendant will not contest this request. However, in the event the Court reduces or does not approve the request, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Agreement and it will remain binding, and any unapproved amounts will revert to the net settlement for redistribution.

(2) Plaintiff's Counsel will request Court approval of a general release fee paid to Plaintiff of up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("General Release Fee"). Defendant will not contest this request. However, in the event the Court reduces or does not approve the request, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Agreement and it will remain binding, and any unapproved amounts will revert to the net settlement for redistribution.

(3) Costs and expenses of administration of the Settlement up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Settlement Administration Costs") to Simpluris, Inc. (the "PAGA Settlement Administrator"). Defendant will not contest this request. However, in the event the Court reduces or does not approve the request, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Agreement and it will remain binding, and any unapproved amounts will revert to the net settlement for redistribution.

(4) The amounts stated in Sections III(a)(1) – III(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 the Aggrieved Employees. Solely for purposes of this Settlement, the term "Aggrieved Employees" is defined as "as all current and former non-exempt employees employed by Defendant within the State of California during the period from July 6, 2020 to December 16, 2022." The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to have performed work as non-exempt employees in California during approximately 67,102 workweeks (defined as any week in which an employee actually performed work for the Defendant) during the period from April 9, 2020 through September 30, 2022 (the "Data Period"). If the actual number of workweeks during the time period referenced is more than ten percent (10%) above 67,102 (i.e., more than 73,812), the Total Settlement Amount will be increased by 1% for every 1% increase in workweeks over the 10% threshold. (E.g., if there are 76,496 workweeks during the Data Period, the Total Settlement Amount will increase by 4%.)

(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 in Section 3(a) 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.

IV. **Court Approval is Required.** Plaintiff understands and agrees that Plaintiff, State of California, the Aggrieved Employees, and Plaintiff's Counsel, will not receive any of the consideration described herein unless and until: all Parties execute this Agreement, the Parties fulfill all of the promises and obligations described in this Agreement, and the Court grants full, final and binding approval of the Settlement. If this Settlement Agreement is not approved by the Court as currently drafted it shall be null and void.

V. **Disbursal of Settlement Funds.**

(a) After completion of the items described in Section IV, above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section III(a) above.

(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.

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

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

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

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an 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 Evan Moses and April Perkins of Ogletree Deakins ("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.

VII. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section III(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's issuance of a written order granting approval of this Settlement Agreement and the order becoming final. 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 their number of Qualified Workweeks (as defined below in Section VII(c)(1)). 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 Qualified Workweeks he or she individually worked by the total aggregate number of Qualified Workweeks 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) Plaintiff's Counsel has selected the Settlement Administrator. Defendant and Defendant's Counsel shall not enter into any contractual relationship with the Settlement Administrator. The Parties and their counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Individual Settlement Shares or the development of the list of recipients of Individual Settlement Shares.

(2) 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 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 ten (10) calendar days after the Court issues a written order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with: (a) identifying information for each of the Aggrieved Employees (the "Aggrieved Employees List" and; (b) the number of "Qualified Workweeks." For purposes of this Agreement, "Qualified Workweeks" is defined as the number of workweeks in which Aggrieved Employees performed work for CableCom, LLC as non-exempt employees in California during the PAGA Release Period (as defined in Section VIII(a)).

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

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

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for 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 her respective Individual Settlement Share(s).

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

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

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

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

VIII. **Release of Claims.**

(a) The "PAGA Release Period" is defined as the period extending from July 6, 2020 through May 9, 2023.

(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 and the State of California with respect to all Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's past, present, and/or future, direct and/or indirect, officers, directors, members, managers, management-level employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the "Released Parties"), to the full extent permitted by law, of and from all claims for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA"), as well as any interest, fees or costs available under PAGA, based on or arising out of the "Released Claims" as defined below.

(c) For purposes of this Settlement, the term "Released Claims" is defined as: All causes of action and factual or legal theories that were alleged in the operative complaint in the Action or reasonably could have been alleged based on the facts and theories alleged in the operative complaint in the Action, including all of the following claims for relief: (i) failure to pay all wages due (including minimum wages, straight time, overtime, double-time, incentive compensation and premium pay, miscalculation of pay); (ii) failure to provide compliant meal periods and failure to provide proper meal premiums; (iii) failure to provide compliant rest breaks and proper rest break premiums; (iv) failure to timely pay wages upon termination; (v) failure to timely pay wages during employment; (vi) failure to provide complete and accurate wage statements; (vii) failure to maintain complete and accurate payroll records; (viii) failure to provide pay on a proper pay cycle; (ix) failure to reimburse necessary business-related expenses and costs; (x) civil penalties under the Private Attorneys General Act ("PAGA") arising out of the claims and theories described above; (xi) any penalties or recoveries raised by the wage and hour laws and IWC Wage Orders pleaded in the Action, including but not limited to a recovery of attorneys' fees, costs and expenses.

(d) 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 prior to and 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 them 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 they now have 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.

(e) Plaintiff Kistler represents that as of the date of execution of this agreement he was under forty (40) years of age.

IX. Notice of Settlement to LWDA.

(a) Plaintiff hereby represents that no later than ten (10) calendar days after the Court's order granting approval of the Settlement, Plaintiff will provide notice of this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2).

X. Circular 230 Disclaimer.

(a) Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such

limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

XI. **Nullification of Settlement Agreement.**

(a) In the event: (i) the Court does not grant approval of the settlement; (ii) the Court does not enter a final judgment as provided herein; or (iii) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator within thirty (30) days of said notification.

XII. **No Effect on Employee Benefits.**

(a) Amounts paid to Plaintiff or other Aggrieved Employees pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Aggrieved Employees.

XIII. **Binding on Successors and Assigns.**

(a) The provisions of this Settlement Agreement shall run in perpetuity. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

XIV. **This Settlement Is Fair, Adequate and Reasonable.**

(a) The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential. The Parties further agree that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in the drafting of this Settlement Agreement.

XV. **Invalidity of Any Provision.**

(a) Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

XVI. 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.

XVII. 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.

XVIII. Representations.

Plaintiff and Plaintiff's Counsel represent that they are currently not aware of any (i) unalleged claims in addition to, or different from, those which are finally and forever settled and released against Defendant by this Settlement; and (ii) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the Operative Complaint in the Action. Plaintiff and Plaintiff's Counsel represent that, other than the Action, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff and Plaintiff's Counsel represent that they currently do not represent any individual who has expressed any interest in pursuing litigation or seeking any recovery against Defendant. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except the Aggrieved Employees, and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as PAGA counsel in other actions, Plaintiff's Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

XIX. Entire Agreement.

(a) This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than

the representations, warranties and covenants contained and memorialized in the Agreement and its Exhibits.

XX. 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 Francis J. Ortman, III, 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: 07/28/2023, 2023

Electronically Signed 2023-07-28 17:10:28 UTC - 174 1543041031

L:\Users\RyanKistler\Documents\Settlement\Settlement_Agreement_Signed\Ryan_Kistler_Signed.pdf

Ryan Kistler
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: 7/19/2023, 2023

CABLECOM, LLC

DocuSigned by:



6BF898AD37A0444...

Name: Johnora Lemke

Title: President

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2023

Arby Aiwazian

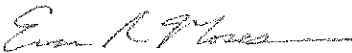
Joanna Ghosh

Kyla Buenaventura

Attorneys for Plaintiff Ryan Kistler

OGLETREE DEAKINS

Date: 7/20/2023, 2023



Evan Moses

April Perkins

Attorneys for Defendant CableCom, LLC

CABLECOM, LLC

Date: _____, 2023

Name:

Title:

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____ July 28 _____, 2023

Kyla Buenaventura

Arby Aiwarzian

Joanna Ghosh

Kyla Buenaventura

Attorneys for Plaintiff Ryan Kistler

OGLETREE DEAKINS

Date: _____, 2023

Evan Moses

April Perkins

Attorneys for Defendant CableCom, LLC

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Ryan Kistler v. CableCom, LLC*, Alameda Superior Court Case No. RG21112665

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 *Ryan Kistler v. CableCom, LLC*, Alameda Superior Court Case No. RG21112665 ("Action").

The lawsuit was filed on September 14, 2021, by Ryan Kistler ("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 § 2698, *et seq.* ("PAGA"), for 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 9, 2021, Plaintiff Kistler 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, 558, 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 and 16-2001, thereby initiating LWDA Case Number LWDA-CM-837424-21.

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 CableCom, LLC ("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 Aggrieved Employees, in exchange for a release of certain legal claims throughout the "PAGA Release Period." The term "Aggrieved Employees" means all current and former non-exempt employees employed by Defendant within the state of California during the period from July 6, 2020 to December 16, 2022. The term "PAGA Release Period" means the period extending from July 6, 2020 through May 9, 2023.

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 workweeks that you performed worked for Defendant in California during the PAGA Release 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 and full funding of Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's past, present, and/or future, direct and/or indirect, officers, directors, members, managers, management-level employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

"Released Claims" means all claims for civil penalties arising out of or relating to causes of action and factual or legal theories that were alleged in the operative complaint in Plaintiff's lawsuit, or that reasonably could have been alleged based on the facts and theories alleged in Plaintiff's lawsuit, including all of the following claims for relief: (i) failure to pay all wages due (including minimum wages, straight time, overtime, double-time, incentive compensation and premium pay, miscalculation of pay); (ii) failure to provide compliant meal periods and failure to provide proper meal premiums; (iii) failure to provide compliant rest breaks and proper rest break premiums; (iv) failure to timely pay wages upon termination; (v) failure to timely pay wages during employment; (vi) failure to provide complete and accurate wage statements; (vii) failure to maintain complete and accurate payroll records; (viii) failure to provide pay on a proper pay cycle; (ix) failure to reimburse necessary business-related expenses and costs; (x) civil penalties under the Private Attorneys General Act ("PAGA") arising out of the claims and theories described above; (xi) any penalties or recoveries raised by the wage and hour laws and IWC Wage Orders pleaded in the Action, including but not limited to a recovery of attorneys' fees, costs and expenses.

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 cancelled, and the funds associated with the cancelled 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 9, 2021

BY ONLINE SUBMISSION

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

Re: CABLECOM, LLC

Dear Representative:

We have been retained to represent Ryan Kistler against CableCom, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "CableCom") for violations of California wage-and-hour laws. Mr. Kistler 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. Kistler 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.

CableCom employed Mr. Kistler as an hourly-paid, non-exempt employee from approximately September 2018 to approximately January 2021, in the State of California.

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

Based on the following facts and theories, CableCom 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 16-2001.

CableCom 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, prepping the equipment and troubleshooting.

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. Kistler and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Kistler 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, CableCom required Mr. Kistler and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, CableCom failed to pay Mr. Kistler 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, CableCom failed to pay Mr. Kistler 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, CableCom did not provide Mr. Kistler and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Cablecom 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. Kistler 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. Kistler 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. Kistler 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. Kistler 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. Kistler 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, CableCom failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Kistler 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.

CableCom 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, CableCom did not provide Mr. Kistler and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

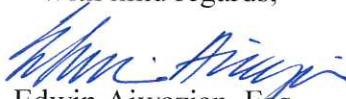
California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, CableCom failed to pay Mr. Kistler 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. Kistler 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, CableCom failed to pay Mr. Kistler and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Kistler 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. Kistler and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CableCom. These costs include, but are not limited to, the use of personal phones for business-related purposes and the purchasing and maintenance of shoes, in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Kistler 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 Aiwanian, Esq.

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

CableCom, LLC
c/o CT Corporation System
330 N. Brand Blvd
Glendale, CA 91203

EXHIBIT 3

RYAN KISTLER V. CABLECOM, LLC
Alameda County Superior Court Case No. RG21112665 (“State PAGA Action”)

RYAN KISTLER V. CABLECOM, LLC
**Alameda County Superior Court Case No. RG21108560 (“State Class Action”) and United States District Court for the
Northern District of California, San Francisco, Case No. 3:21-cv-08258-vc (“Federal Class Action”)**

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of Key Facts with a Focus on Class Certification Elements (Including Adequacy, Typicality, Superiority, and Commonality) and Manageability	12.10
Pre-Lawsuit Investigation of the Merits of the Claims of Plaintiff Ryan Kistler (“Plaintiff”) and Putative Class Members and the Private Attorneys General Act (“PAGA”) Claim on Behalf of the State of California With Respect to Plaintiff and Aggrieved Employees	10.50
Pre-Lawsuit Investigation of Potential Damages and Civil Penalties Exposure of Defendant CableCom, LLC, (“Defendant”) with Respect to Plaintiff, Putative Class Members, and Aggrieved Employees	8.50
Legal Research and Analysis of Latest Decisions Regarding Class Certification, Representative PAGA Actions, Manageability, Off-the-Clock Work, Meal and Rest Breaks, IWC Wage Orders, and Arbitration Agreements in California, Including all New and Relevant Division of Labor Standard Enforcement (“DLSE”) Materials	7.50
Investigation of Defendant, Its Licenses/Registrations, Services, Business Relationships, Clients and Customers, Permits/Contracts/Projects, and the Industry in Which It Operates	6.80

Investigation of Defendant's SEC and Other Corporate and Regulatory Filings	3.60
Investigation of Defendant's Organizational, Corporate, and Executive Reporting Structures as They Relate to the Employment and Management of the Putative Class Members and Aggrieved Employees	3.30
Investigation of Defendant's Executives, Officers, and Leadership With a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	3.10
Analysis of Defendant's Competitors in Various Relevant Geographic Areas Within Which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	3.50
Research and Investigation Re: Location(s), Division(s), and/or Department(s) Owned, Managed, Serviced, and/or Operated by Defendant in California, Including Layout, Configuration, and Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4.50
Comparative Analysis and Cross-Checking of All Available Job Postings, Job Reviews, and Other Reviews Regarding Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock or During Meal or Rest Breaks	6.30
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location(s) at Which Putative Class Members and Aggrieved Employees Worked in California	3.70
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Warehouse, Jobsites, Customer Service, Staffing Requirements, Timekeeping, Rounding, Scheduling and Attendance, Assigned Tasks, Routes, Paperwork and Logs, Meal/Rest Breaks, On-Premises Breaks, Meal/Rest Premiums, Meal Waivers, On-Duty Meals, Non-Discretionary Bonus/Commission/Shift Differential/Performance/Incentive	24.50

Pay, Regular Rate, Split Shift, Pre-Shift and Post-Shift Tasks, Overtime Compensation, Hazard Pay, Maintenance/Inspection/Safety Procedures and Requirements, Donning/Doffing, Dress Code/Uniform, Footwear, PPE/Supplies/Tools, Use of Personal Vehicle, Use of Personal Cell Phones, Reimbursement of Business-Related Expenses, and Arbitration Agreements	
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant Uses to Conduct Everyday Business, e.g., Customer Relations Management, Project Management, Document and Information Management, Timekeeping, Payroll, Scheduling, Logistics, GPS, Communication, Phone/Call Center/Call Distribution, Security, and Surveillance Systems, With a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and Time Worked During Meal Breaks	3.90
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Exemption, Waiver, and Compliant Policies	7.30
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.50
Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Its Operations, and Putative Class Members' and Aggrieved Employees' Work	6.50
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Demonstrating Liability and Monetary Exposure	2.80
Meet and Communicate with Plaintiff Ryan Kistler Throughout the Pendency of the Case	57.50
Investigate, Meet, Communicate with, and/or Conduct Interviews of Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	18.50

Pleadings and Court Filings	
Draft Plaintiff's Class Action Complaint for Damages and Legal Research and Analysis of All Claims Involved (filed on August 10, 2021) (State Class Action)	7.50
Review Court's Notice of Complex Determination Hearing and Case Management Conference (filed on August 25, 2021) (State Class Action)	0.10
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on September 14, 2021) (State PAGA Action)	6.50
Review Court's Notice of Assignment of Judge for All Purposes and Notice of Case Management Conference and Order (filed on September 15, 2021) (State PAGA Action)	0.20
Review Court's Tentative Ruling Re: Complex Determination Hearing and Case Management Conference (issue on October 5, 2021) (State Class Action)	0.10
Review Court's Minute Order Re: Complex Determination Hearing and Case Management Conference (filed on October 6, 2021) (State Class Action)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Unverified Class Action Complaint for Damages and Legal Research and Analysis of Allegations and Affirmative Defenses (filed on October 22, 2021) (State Class Action)	1.60
Review Defendant's Notice of Removal of Civil Action to Federal Court Pursuant to 28 U.S.C §§ 1332, 1441, 1446, 1453, Declaration of Nolan Nurmikko in Support Thereof, Declaration of Ariel Kumpinsky in Support Thereof, Declaration of Sharon Villaverde in Support Thereof, Declaration of April Perkins in Support Thereof, Certification of Interested Entities or Persons, Notice of Related Cases, Corporate Disclosure, and Certificate of Service (filed on October 22, 2021) (Federal Class Action)	1.80

Review Defendant's Notice of Compliance with 28 U.S.C. § 1446(d) (filed on October 29, 2021) (Federal Class Action)	0.10
Review Defendant's Consent/Declination to Proceed Before a U.S. Magistrate Judge (filed on November 1, 2021) (Federal Class Action)	0.10
Review Court's Notice of Impending Reassignment to a U.S. District Court Judge (filed on November 2, 2021) (Federal Class Action)	0.10
Review Court's Order Reassigning Case, Notice of New Hearing, and Notice of Eligibility for Video Recording (filed on November 3, 2021) (Federal Class Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Case Management Order (filed on November 9, 2021) (State Class Action)	0.10
Draft Plaintiff's Notice of Appearance of Counsel (filed on November 30, 2021) (Federal Class Action)	0.10
Meet and Confer with Defendant's Counsel and Draft Joint Stipulation to Continue Case Management Conference Pursuant to Judge Vince Chhabria's Standing Order; [Proposed] Order (filed on January 11, 2022) (Federal Class Action)	1.10
Draft Plaintiff's Case Management Statement (filed on January 14, 2022) (State PAGA Action)	0.90
Review Defendant's Case Management Statement (filed on January 14, 2022) (State PAGA Action)	0.10
Review Court's Notice Vacating Motion Hearing Re: Motion to Compel (filed on January 18, 2022) (Federal Class Action)	0.10

Review Court's Notice Providing Zoom Access and Requiring Advance Registration of Counsel for Initial Case Management Conference (filed on January 21, 2022)(Federal Class Action)	0.10
Review Court's Tentative Ruling Re: Order Re: Case Management (filed on January 31, 2022) (State PAGA Action)	0.10
Review Court's Minute Order Re: Initial Case Management Conference and Case Management Order Re: Initial Case Management Conference (filed on February 1, 2022) (State PAGA Action)	0.10
Review Court's Tentative Ruling Re: Order Re: Case Management (filed on February 11, 2022) (State PAGA Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Case Management Order (filed on February 14, 2022) (State PAGA Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Order Re: Case Management (filed on March 2, 2022) (State PAGA Action)	0.10
Draft Plaintiff's Case Management Statement (filed on April 25, 2022) (State PAGA Action)	0.90
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Continue Case Management Conference; [Proposed] Order (filed on April 25, 2022) (State PAGA Action)	1.50
Review Court's Order Granting Joint Stipulation to Continue Case Management Conference; Order (filed on April 28, 2022) (State PAGA Action)	0.10
Draft Plaintiff's Notice of Entry of Court's Order Granting Joint Stipulation to Continue Case Management Conference (filed on May 3, 2022) (State PAGA Action)	0.10
Review Defendant's Case Management Conference Statement (filed on May 17, 2022) (State Class Action)	0.10

Review Court's Tentative Ruling Re: Order Re: Case Management (issued on May 23, 2022) (State Class Action)	0.10
Review Court's Minute Order Re: Order Re: Case Management and Order Re: Case Management (filed on May 24, 2022) (State Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement and Notice of Settlement (filed on January 6, 2023) (State PAGA Action)	1.10
Review Court's Tentative Ruling Re: Order Re: Case Management (filed on January 26, 2023) (State PAGA Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Order Re: Case Management (filed on January 31, 2023) (State PAGA Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on May 22, 2023) (State PAGA Action)	1.10
Review Court's Tentative Ruling Re: Order Re: Case Management (filed on May 26, 2023) (State PAGA Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Order Re: Case Management (filed on May 30, 2023) (State PAGA Action)	0.10
Draft Plaintiff's Case Management Statement (filed on August 28, 2023) (State PAGA Action)	0.90
Review Court's Tentative Ruling Re: Case Management Conference (filed on September 9, 2023) (State PAGA Action)	0.10
Review Court's Minute Order Re: Case Management Conference and Order Re: Case Management Conference (filed on September 12, 2023) (State PAGA Action)	0.10

Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on December 18, 2023) (State PAGA Action)	0.80
Review Court's Tentative Ruling Re: Case Management Conference (filed on December 28, 2023) (State PAGA Action)	0.10
Appearances	
Prepare for and Remotely Attend Hearing Re: Defendant's Demurrer and Motion to Stay (March 2, 2022) (State PAGA Action)	3.60
Prepare for and Remotely Attend Hearing Re: Defendant's Motion to Stay (filed on April 27, 2022) (State PAGA Action)	6.50
Prepare for and Remotely Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (tentatively January 29, 2024; date to be confirmed) (Anticipated) (State PAGA Action)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Ryan Kistler (served on March 25, 2021)	1.90
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on April 8, 2021)	1.90
Review Letter from Defendant Re: Wage Statements in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Ryan Kistler (served on April 13, 2021)	0.20
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Ryan Kistler (served on April 29, 2021)	1.80

Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Ryan Kistler (served on May 7, 2021)	3.10
Review Letter from Defendant Re: Wage Statements in Response to Request for Personnel Files, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on May 11, 2021)	0.20
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on May 14, 2021)	1.10
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on June 24, 2021)	1.90
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on July 1, 2021)	1.90
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on September 2, 2021)	1.90
Review Letter from Defendant Re: Wage Statements in Response to Request for Personnel Files, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on October 5, 2021)	0.20
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on October 8, 2021)	4.20
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on September 7, 2021)	1.90

Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on September 30, 2021)	4.20
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Putative Class Member/Aggrieved Employee (served on October 8, 2021)	5.30
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special Interrogatories (Set Three), and Requests for Production of Documents (Set One) to Defendant (served on February 28, 2022) (State PAGA Action)	5.60
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Ryan Kistler for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on July 9, 2021) (State PAGA Action)	4.50
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	22.50
Mediation/Settlement	
Review and Analyze Documents, Data, and Information Obtained from Plaintiff, Defendant (approximately 7,333 pages), and Other Sources and Prepare Valuation Models, Including, <i>Inter Alia</i> , Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements, Prior to Mediation	59.50
Prepare for Mediation Session, Including Researching Merits of PAGA Claim, Drafting the Mediation Brief, Compiling Exhibits to the Mediation Brief, and Preparing Mediation PowerPoint Presentation (submitted on December 9, 2022) (State PAGA Action)	28.50

Remotely Attend Mediation Session (December 16, 2022; Zoom Video Conference) (State PAGA Action)	11.50
Review and Analyze Confidential Mediator's Proposal (issued on December 16, 2022; accepted on December 19, 2022)	1.80
Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed on February 8, 2023)	2.20
Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (fully executed on July 28, 2023) and Cover Letter (State PAGA Action)	12.50
Law and Motion	
Review and Analyze Defendant's Notice of Motion and Motion to Compel Arbitration and Dismiss Class Claims, Memorandum of Points and Authorities, Declaration of Nolan Nurmikko in Support Thereof, Declaration of Michael J. Nader in Support Thereof, and [Proposed] Order (filed on November 23, 2021) (Federal Class Action)	1.80
Research and Draft Plaintiff's Opposition to Defendant's Motion to Compel Arbitration and Dismiss Class Claims, Declaration of Plaintiff Ryan Kistler in Support Thereof, and Declaration of Charles T. Sweeny in Support Thereof (filed December 7, 2021) (Federal Class Action)	14.50
Review Defendant's Declaration of Nolan Nurmikko in Support of Defendant's Motion to Compel Arbitration and Dismiss Class Claims (filed on December 8, 2021) (Federal Class Action)	0.50
Review and Analyze Defendant's Reply to Opposition to Motion to Compel Arbitration and Dismiss Class Claims, Request for Judicial Notice in Support Thereof, Supplemental Declaration of Nolan Nurmikko in Support Thereof, and [Proposed] Order (filed on December 14, 2021) (Federal Class Action)	2.60

Review and Analyze Defendant's Notice of Demurrer and Demurrer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, or, in the Alternative, Motion to Stay, Memorandum of Points and Authorities in Support Thereof, Request for Judicial Notice in Support Thereof, Declaration of Michael J. Nader in Support Thereof, and [Proposed] Order (filed on November 24, 2021) (State PAGA Action)	2.40
Review Court's Order Granting Defendant's Motion to Compel Arbitration and Judgement (filed on January 26, 2022) (Federal Class Action)	0.20
Draft Plaintiff's Opposition to Defendant's Demurrer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, or, in the Alternative, Motion to Stay, and Declaration of Charles T. Sweeny in Support Thereof (filed on January 31, 2022) (State PAGA Action)	13.20
Review Defendant's Reply Memorandum of Points and Authorities in Support of Demurrer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, or, in the Alternative, Motion to Stay (filed on February 4, 2022) (State PAGA Action)	1.10
Review Court's Tentative Ruling Re: Hearing on Demurrer (filed on February 10, 2022) (State PAGA Action)	0.20
Review Court's Minute Order Re: Hearing on Demurrer and Order Re: Hearing on Demurrer (filed on February 14, 2022) (State PAGA Action)	0.10
Review Court's Tentative Ruling Re: Hearing on Demurrer (filed on February 25, 2022) (State PAGA Action)	0.20
Review Court's Minute Order Re: Hearing on Demurrer – without Motion to Strike (filed on March 2, 2022) (State PAGA Action)	0.10
Review Court's Order Re: Ruling on Submitted Matter (filed on March 23, 2022) (State PAGA Action)	0.20

Draft Plaintiff's Supplemental Brief Re: Why This Case Should Not Be Stayed Under Code of Civil Procedure § 1281.4 (filed on April 11, 2022) (State PAGA Action)	8.50
Review Defendant's Reply to Plaintiff Ryan Kistler's Supplemental Brief (filed on April 20, 2022) (State PAGA Action)	1.70
Review Court's Tentative Ruling Re: Hearing on Demurrer (filed on April 21, 2022) (State PAGA Action)	0.20
Review Court's Minute Order Re: Hearing on Motion for Stay of Proceedings (filed on April 27, 2022) (State PAGA Action)	0.10
Review Court's Order Re: Ruling on Submitted Matter (filed on May 29, 2022) (State PAGA Action)	0.20
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Joanna Ghosh in Support Thereof, Declaration of Ryan Kistler in Support Thereof, and [Proposed] Order and Judgment (filed on January 4, 2024) (Anticipated) (State PAGA Action)	20.50
Total Hours:	488.90

LAWYERS for JUSTICE PC CASE COST DETAIL
Kistler v. CableCom, LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/25/2021	U.S. Postmaster	Postage	7.00
7/9/2021	Labor & Workforce Development Agency	PAGA Filing Fee	75.00
9/14/2021	Legal Document Server, Inc.	Attorney Service	168.49
9/14/2021	Legal Document Server, Inc.	Complaint Filing Fee	435.00
10/22/2021	ProLegal	Attorney Service	81.54
12/30/2021	Legal Document Server, Inc.	Attorney Service	18.95
1/18/2022	Legal Document Server, Inc.	Attorney Service	17.95
2/1/2022	Legal Document Server, Inc.	Attorney Service	17.95
3/3/2022	Alameda Superior Court	Document Download Fee	3.00
4/12/2022	Legal Document Server, Inc.	Attorney Service	17.95
4/25/2022	Legal Document Server, Inc.	Attorney Service	17.95
4/26/2022	Legal Document Server, Inc.	Attorney Service	58.60
4/26/2022	Alameda Superior Court	Stipulation Fee	20.00
4/29/2022	Alameda Superior Court	Document Download Fee	6.00
5/3/2022	Legal Document Server, Inc.	Attorney Service	17.95
10/13/2022	Ortman Mediation, Inc.	Mediation Fee	13,000.00
1/9/2023	Legal Document Server, Inc.	Attorney Service	18.70
5/22/2023	Legal Document Server, Inc.	Attorney Service	18.90
8/10/2023	Alameda Superior Court	Document Download Fee	9.00
Total:			14,009.93