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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

TEOFILO AGUILAR, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

MAD ENGINE GLOBAL, LLC, a Limited
Liability Company; MAD ENGINE, LLC, a
California Limited Liability Company; MAD
ENGINE, INC., a California corporation; DOES
1 through 10, inclusive,

Defendants.

Case No.: 37-2021-00049439-CU-OE-CTL

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Joel R.
Wohlfeil, Dept. C-73]*

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: October 7, 2022

Time: 9:00 a.m.

Dept.: C-73

Complaint Filed: November 22, 2021

FAC Filed: September 2, 2022

DECLARATION OF JUSTIN F. MARQUEZ

I, Justin F. Marquez, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Teofilo Aguilar (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. This Declaration is submitted in support of Plaintiff's Motion to Approve PAGA Settlement.

Background

3. Defendants Mad Engine Global, LLC, Mad Engine, LLC, and Mad Engine, Inc. (“Defendants”) operate in the apparel and accessories industry and are headquartered in San Diego, California with numerous other locations throughout the world, including a total of six in California alone. Plaintiff worked for Defendants in San Diego, California as an hourly-paid, non-exempt employee from approximately April 2021 to approximately July 2021.

4. Plaintiff's PAGA claim stems from Defendants failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify for necessary business expenditures.

5. On September 17, 2021, Plaintiff provided notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendants of the violations described above, as required by Labor Code § 2699.3(a)(1). Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendants whether it intended to investigate the alleged violations. However, the LWDA did not do so.

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Discovery and Investigation

6. After Plaintiff filed his complaint, the Parties engaged in extensive settlement discussions. To facilitate settlement, Defendants provided Plaintiff with timekeeping and payroll data for a sampling of the aggrieved employees, and the applicable policies in effect during the relevant time period. Thereafter, the Parties engaged in extensive discussions about the factual and legal strengths (and weaknesses) of the claims and defenses.

7. On June 22, 2022, the Parties and their counsel participated in private mediation with Honorable Jay C. Gandhi (Ret.). The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a settlement had not been reached.

8. Ultimately, after an all-day mediation presided over by Honorable Jay C. Gandhi (Ret.), the Parties agreed to settle the PAGA claim for \$300,000.00, which includes all persons who were engaged by Defendants as hourly employees in California at any time from March 23, 2020 to July 22, 2022. There are approximately 396 aggrieved employees covered by the settlement. Plaintiff submitted the Settlement to the LWDA on September 14, 2022, pursuant to Labor Code § 2699(1)(2). A true and correct copy of the Settlement executed by the Parties, along with the confirmation that the Settlement was submitted to the LWDA is attached to this Declaration as **Exhibit A**. Additionally, attached as **Exhibit B** is the Settlement Notice that will be sent to the PAGA Employees with payment after the Court enters a Judgement on its Order Approving the PAGA Settlement. (Settlement, ¶ 1.22.)

9. Before the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by Plaintiff, conducted legal research, and engaged in informal discovery. Based upon the information obtained through discovery, Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed Settlement.

Assessment of Amount in Controversy and Risks of Continued Litigation

10. Plaintiff and my firm remain confident of the merits of Plaintiff's claims. Plaintiff's

1 allegation that Defendants failed to pay Plaintiff and the aggrieved employees all of their owed
2 wages is based on Defendants' failure to: 1) pay employees for work performed "off-the-clock;"
3 and 2) include non-discretionary remuneration (i.e., bonuses) in the regular rate of pay for overtime
4 purposes. Although present on the face of the records, Defendants contend that any bonuses issued
5 to employees were entirely discretionary, and therefore, did not need to be included in the regular
6 rate of pay for purposes of calculating the overtime rate. (*See* 29 C.F.R. §§ 778.208, 778.211
7 [excluding "discretionary" bonuses from the regular rate]; *see also* DLSE Manual § 49.1.2.4(3)
8 [bonuses are discretionary, and therefore excludable, if "both the fact that payment is to be made
9 and the amount of the payment" are discretionary].) With respect to the meal period allegation,
10 Plaintiff alleges that Defendants required him and the other aggrieved employees to work in lieu
11 of taking meal periods. Although Plaintiff contends that this allegation is meritorious, there is risk
12 with this underlying claim, particularly because Defendants issued meal period premiums to their
13 employees and implemented meal period waivers throughout the covered period. With respect to
14 the rest period allegation, Plaintiff contends that employees, including himself, were not provided
15 with California-compliant rest periods. Again, despite Plaintiff's contention that this allegation is
16 credible, proving rest period allegations is particularly difficult because rest periods do not have to
17 be recorded and Defendants can argue that the aggrieved employees chose to voluntarily forego
18 their rest periods. With respect to the unreimbursed business expenses allegation, Plaintiff alleges
19 that Defendants required him and the other aggrieved employees to purchase various work-related
20 tools, including, without limitation, box cutters and gloves, in order to perform their job duties in
21 a satisfactory fashion. Defendants dispute this claim based on the fact that they provided
22 employees with all the necessary tools required for the performance of their duties and as such,
23 any additional tools purchased by employees were not truly necessary.

24 11. With regard to Plaintiff's wage statement claim, Defendants argue that the wage
25 statements issued to employees meet the requirements of Labor Code § 226(a). Defendants also
26 maintain that any alleged wage statement violation could not be shown to be "knowing and
27 intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a
28 result of the alleged wage statement violations, as required by Labor Code § 226(e) for the

1 imposition of penalties.

2 12. Plaintiff believed there was a legitimate risk of the Court significantly reducing
3 penalties given the technical nature of the alleged violations. Without this settlement, the Parties
4 face preparation for trial, as well as extensive formal discovery efforts and further depositions. As
5 a result, the Parties would incur considerably more attorneys' fees and costs through trial. This
6 settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement
7 approval.

8 13. My expert determined that there were 13,484 pay periods during the relevant time
9 period which presented issues with regard to unpaid wages, meal period violations, rest period
10 violations, and unreimbursed business expenses. Applying the \$100 "initial violation" penalty for
11 each of these pay periods, Defendants' potential PAGA exposure is \$1,348,400 (based on 13,484
12 pay periods). However, Defendants' contention that the underlying allegations lacked merit led to
13 Plaintiff discounting this maximum exposure by 70% to account for the risk of not prevailing on
14 the merits and the Court's discretion in reducing penalties.

15 14. My expert determined that there were 13,484 pay periods at issue with regard to the
16 wage statement violations claim. Because Plaintiff's wage statement theory of liability is
17 predicated on Defendants' issuance of facially deficient wage statements – each of the wage
18 statements issued would carry a potential PAGA penalty. Accordingly, Defendants' maximum
19 exposure for its wage statement violations is \$1,328,600 (396 "initial" violations x \$50 per
20 violation + 13,088 "subsequent" violations x \$100 per violation). However, based on Defendants'
21 counterarguments and because the Court maintains discretion to reduce these penalties, Plaintiff
22 discounted that figure by 20% for a risk of not prevailing on the merits, and an additional 50% to
23 account for the Court's discretion to reduce the penalties (given the highly technical nature of the
24 alleged violations).

25 15. Using these estimated figures, Plaintiff predicted that the realistic total potential
26 recovery for the PAGA Employees and the LWDA would be approximately \$935,960. The
27 proposed Settlement of \$300,000 therefore represents 32% of Plaintiff's reasonably forecasted
28 total recovery. In this case, continued litigation would delay payment to the LWDA and the PAGA

Employees as they await trial and, most likely, appellate proceedings. Furthermore, while Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations. The possibility that the Court finds no liability at the PAGA bench trial is also a risk. In sum, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the settlement amount is fair. Further, because of the proposed Settlement, the PAGA Employees will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. Plaintiff also recognizes that proving the amount of wages due to each employee would be an expensive, time-consuming, and uncertain proposition.

16. If the Court approves the terms of the Settlement, each aggrieved employee's payment will average approximately \$98.00 and approximately \$116,062.50 will go to the LWDA. In reality, some employees will likely receive more, and others may receive less depending on the length of their employment with Defendants.

PAGA Representative Service Payment

17. The Settlement provides for a Service Payment to Plaintiff in an amount not to exceed \$12,500.00. (Settlement, ¶ 6.) The requested service award is intended to recognize: (1) the substantial time and effort that Plaintiff has expended on behalf of the State and aggrieved employees; (2) the risks faced by Plaintiff as a result of bringing this action; (3) the fact that Plaintiff put the interests of the State of California and other aggrieved employees ahead of his own; and (4) the substantial benefit conferred upon the State and the aggrieved employees as a result of Plaintiff's actions.

18. Plaintiff has spent numerous hours performing tasks for this case, including, but not limited to, the following: preparing for and participating in an all-day deposition taken by Defendants' counsel; consulting with counsel in-person and over the telephone; searching for and producing relevant documents; reviewing documents produced by Defendants and settlement documents; keeping informed of the developments in the case; and participating in decisions concerning the case, including settlement. As a result of his efforts, the LWDA and about 396 aggrieved employees will receive compensation for civil penalties for underpaid wages and other

wage and hour violations.

19. Plaintiff put himself at significant risk in pursuing this action on behalf of the State, as serving as a Plaintiff in a representative action could affect his prospects for future employment. Plaintiff also placed himself at substantial risk because, if Defendants were to prevail in this action, Plaintiff could be liable for Defendant's costs and attorneys' fees.

20. In short, this action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his individual claims by entering into a general release of all known and unknown claims, and placed himself at risk for the sake of the State and the aggrieved employees.

Attorneys' Fees And Costs

21. The Settlement provides for a payment of attorneys' fees in the amount of \$100,000.00 and up to \$25,000.00 in costs to Plaintiff's counsel. As of the filing date, Plaintiff's counsel's total lodestar is \$74,250.00, which is based upon 125 hours of attorney time at customary hourly rates. In addition, Plaintiff's counsel incurred \$21,803.10 in litigation costs. Plaintiff's counsel was required to expend the funds prosecuting this case to a successful resolution on, among other things, court filing fees, document service, postage, and copying. Because these costs are reasonable, Plaintiff's counsel respectfully requests that the Court approve the payment. Under these circumstances, Plaintiff's counsel is requesting a lodestar of about 1.3. Thus, Plaintiff's request for \$100,000.00 in attorneys' fees and costs is reasonable under the lodestar method.

22. The efforts expended by Plaintiff's counsel to achieve this excellent result include, but are not limited to, the following: interviews with Plaintiff and review of documents provided by Plaintiff and Defendants; preparing and revising the Complaint; filing of the PAGA complaint; investigating and researching the claims; preparing for Plaintiff's deposition; attending Plaintiff's deposition; analyzing the timekeeping and payroll records produced by Defendants in advance of mediation; preparing a mediation brief; participating in mediation; preparing and filing an amended complaint; drafting, negotiating, and revising the Settlement Agreement; communicating with the proposed Settlement Administrator; and drafting this Motion and supporting papers.

23. The regular and customary practice at Wilshire Law Firm, PLC is for all attorneys

to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest 0.1 hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues and I followed this practice throughout this litigation. To calculate my firm's lodestar for this case, I reviewed the time records and exercised discretion in eliminating excessive entries. Using these time records, my office derived the following summary chart of timekeeping activities of the attorneys working on this case:

Attorney	Hours	Rate	Lodestar
Justin F. Marquez	25	\$850	\$21,250.00
Benjamin H. Haber	40	\$650	\$26,000.00
Arrash T. Fattahi	60	\$450	\$27,000.00
Total:			\$74,250.00

24. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Plaintiff's Counsel's request for attorneys' fees.

25. We can provide complete, detailed billing records in the event the Court requests them, but would request the opportunity to redact attorney-client privileged information and any other privileged information.

26. Additional time will be required by Plaintiff's Counsel to monitor the settlement and respond to inquiries and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above.

27. As of the drafting of this Motion, my office has incurred \$21,803.10 in expenses litigating this action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. Attached as **Exhibit C** to this declaration is a breakdown of costs incurred by my office. Additionally, we anticipate incurring \$300.00 in anticipated future costs for filing fees, messenger costs, and copying costs following the Court's Order re: Plaintiff's Motion to Approve PAGA Settlement, and request reimbursement of such as well.

Plaintiff's Counsel's Experience

28. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms in 2022 and is comprised of over 55 attorneys and over 300 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

29. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

30. I graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in 2008.

31. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action and PAGA cases in state and federal courts across the United States.

32. I have received numerous awards for my legal work. From 2017 to 2020, Super Lawyers selected me as a "Southern California Rising Star," and in 2022, I was selected as a "Southern California Super Lawyer." I was recognized by Best Lawyers as one of the "Best Lawyers in America" in 2023. In 2016 and 2017, the National Trial Lawyers selected me as a "Top 40 Under 40" attorney. I am also rated 10.0 ("Superb") by Avvo.com.

33. I am on the California Employment Lawyers Association ("CELA")'s Wage and Hour Committee and Mentor Committee, and I was selected to speak at CELA's 2019 Advanced Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively mentored young attorneys through CELA's mentorship program.

1 34. I am also an active member of the Consumer Attorneys of California (“CAOC”). In
2 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of
3 CAOC’s Diversity Committee, and I help assist the CAOC in defeating bills that harm employees.
4 Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating
5 AB 443, which proposed legislation that sought to limit the enforceability of California Labor Code
6 § 226.

7 35. As the attorney responsible for day-to-day management of this matter at the
8 Wilshire Law Firm, PLC, I have over twelve years of experience with litigating wage and hour
9 class and PAGA actions. Over the last twelve years, I have managed and assisted with the litigation
10 and settlement of several wage and hour class actions. In those class actions, I performed similar
11 tasks as those performed in the course of prosecuting this action. My litigation experience
12 includes:

- 13 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
14 million in gross recovery to class members for each year since 2020, including over
15 \$20 million in 2022.
- 16 b. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case
17 in the Top 20 Labor & Employment Settlements (including number 15 for the \$1.6
18 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and three additional
19 cases in the Top 50 Labor & Employment Settlements (numbers 25, 28, and 31).
- 20 c. To my knowledge, I am the only attorney to appear on each of the following *Top*
21 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
22 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 23 d. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
24 winning class certification on behalf of hundreds of thousands of consumers for
25 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
26 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 27 e. As lead counsel, I prevailed against Bank of America by: winning class certification
28 on behalf of thousands of employees for California Labor Code violations; defeating

appellate review of the court’s order certifying the class; defeating summary judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.* (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018).). The decision certifying the class in *Frausto* is also discussed in *Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed. 3d Art. 8.

f. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer’s “auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution.” (*Id.* at p. 310.)¹ Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

g. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as *Wright & Miller’s Federal Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That

¹ As a California district court observed before the *ABM Industries Overtime* decision, “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.² Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.

- h. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (*Id.* at p. *10.)
- i. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because “[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here.” The court also ordered defendant to pay for the cost of *Belaire-West* notice.
- j. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public employees. The case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General’s Office.
- k. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:

- 1. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and granting

² <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

plaintiff's motion to strike defendant's affirmative defenses based on *Twombly/Iqbal*).

2. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).

3. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge's discovery ruling which held that "evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA").

4. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because "an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations").

1. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

36. Benjamin H. Haber is a fifth-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central, Southern, Eastern, and Northern Districts of California. He graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received his Juris Doctor from the University of California, Hastings College of the Law in 2016. During law school, he was a member of the executive board for the Hastings Law Journal and a student mediator at the San Francisco Superior Court, Small Claims Division. Since graduating law school, he has focused his legal work primarily on wage and hour class action litigation. His current contingent billing rate for this case is \$650 per hour, which is consistent with his level of experience in the wage and hour arena.

37. Arrash T. Fattahi is a second-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central and Southern Districts

1 of California in January 2021. Arrash graduated from the University of California, Los Angeles,
2 with a Bachelor of Arts in Political Science, *summa cum laude*. He received his Juris Doctor from
3 The George Washington University Law School. During law school, he was a member of the
4 student editorial board for the *Federal Circuit Bar Journal*. Since January 2021, his practice has
5 mainly been focused on wage and hour class action litigation. His current contingent billing rate
6 for this case is \$450 per hour.

7 38. My current contingent billing rate of \$850 per hour is consistent with my practice
8 area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received,
9 legal market and accepted hourly rates:

10 a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town
11 Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were
12 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of
13 wage-and-hour class actions that I opposed when litigating wage-and-hour class
14 actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd
15 Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435,
16 8th Year - \$455. I am a 13th year attorney and Senior Partner, with most of my
17 experience in class action litigation as a primary practice area. Having successfully
18 briefed and argued a published appeal in the Ninth Circuit Court of Appeals
19 involving CAFA and PAGA, having experience certifying large class actions
20 (including *ABM Industries Overtime Cases*, which was decided on appeal), and
21 having received numerous awards for my legal work, my hourly rate should be
22 adjusted upward.

23 b. On May 6, 2022 the Hon. Jay A. Garcia-Gregory of the United States District Court
24 in Puerto Rico approved my \$850 hourly rate when he granted final approval of the
25 class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt.
26 57 (U.S. Dist. Ct. P.R. May 6, 2022).

27 c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court
28 approved my \$800 hourly rate when he granted final approval of the class action

1 settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-
2 01066522-CU-OE-CXC.

3 d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District
4 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*
5 *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-
6 SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the
7 Court approved my then \$750 hourly rate after finding it was “reasonable, given the
8 qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)

9 39. Plaintiff’s Counsel elected to bear the contingency risk of this litigation for the
10 benefit of the aggrieved employees, as well as for the State of California (who elected not to take
11 the case after receiving the PAGA notice).

12 40. The risk to my office has been very significant, particularly if we would not be
13 successful in pursuing this class action. In that case, we would have been left with no compensation
14 for all the time taken in litigating this case. Indeed, we have taken on a number of class action
15 cases that have resulted in thousands of attorney hours being expended and ultimately having
16 certification denied or the defendant company going bankrupt. The contingent risk in these types
17 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
18 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

19 41. In the high-risk, high-cost practice of class action and PAGA litigation, Wilshire
20 Law Firm, PLC has endured financial losses in several of its cases. I believe that the particular risk
21 of taking on this high-cost, high-risk case supports an upward adjustment of the lodestar
22 calculation.

23 42. Because most individuals cannot afford to pay for representation in litigation on
24 an hourly basis, Wilshire Law Firm, PLC represents all of its employment law clients on a
25 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
26 we prevail at trial or successfully settle our clients’ cases. Because Wilshire Law Firm, PLC is
27 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
28 her case, we cannot afford to represent an individual employee on a contingency basis if, at the

1 end of our representation, we receive less than the amount of attorneys' fees negotiated with
2 defendant. It is therefore essential that we recover our requested fees when we settle cases if we
3 are to remain in practice so as to be able to continue representing other individuals in civil rights
4 employment disputes.

5 43. I am informed and believe that the efforts of my office have resulted in substantial
6 benefits to the aggrieved employees and the State of California. Through the efforts of my office
7 and Plaintiff in this case, a fair and reasonable resolution has been reached. I am informed and
8 believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged
9 in the complaint would have gone completely unremedied. The attorneys' fees award provided for
10 in the settlement is therefore reasonable given the result achieved.

11 44. The Parties propose using CPT Group, Inc. to administer the Settlement. The
12 Settlement Administrator Costs in the amount of \$7,750.00 are reasonable, given the tasks to be
13 performed by the Settlement Administrator, including, but not limited to, the following duties:
14 mailing and re-mailing (if necessary) checks to approximately 396 PAGA Employees and the
15 LWDA; establishing a Qualified Settlement Fund; preparing and submitting to PAGA Employees
16 and government entities all appropriate tax filings and forms; distributing the PAGA
17 Representative Service Payment and attorneys' fees and costs; keeping the Parties timely apprised
18 of the performance of all obligations under the Agreement; and voiding uncashed or undeliverable
19 checks to issue those funds to the California Controller's Unclaimed Property Fund. Plaintiff
20 respectfully requests that the Court approve the requested costs. A true and correct copy of CPT
21 Group, Inc.'s estimate for administration costs is attached to this Declaration as **Exhibit D**.

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

24 Executed on September 14, 2022, at Los Angeles, California.

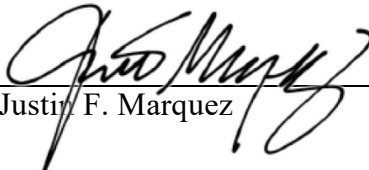
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Justin F. Marquez

Exhibit A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Teofilo Aguilar (“Plaintiff”) and Defendants Mad Engine Global, LLC, Mad Engine, LLC, and Mad Engine, Inc. (“Defendants”) (collectively, the “Parties”).

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Teofilo Aguilar v. Mad Engine Global, LLC, et al.* initiated on November 22, 2021 and pending in the Superior Court of the State of California, County of San Diego, Case No. 37-2021-00049439-CU-OE-CTL.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees of Defendants who worked in the State of California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession, including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of San Diego.
- 1.8. “Defense Counsel” means Daniel Chammas and Julie A. Bachert of FordHarrison, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final on the day the Court enters Judgment.

- 1.10. "Gross Settlement Amount" means \$300,000.00, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administrator's Expenses Payment, and the Enhancement Award to the PAGA Representative.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. The Individual PAGA Payments shall be allocated as 100% as penalties and interest.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Enhancement Award to the PAGA Representative.
- 1.16. "PAGA Counsel" means Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one hour of work, unless determining that it is not possible and in which dates of employment can be used instead.
- 1.19. "PAGA Period" means the period from March 23, 2020 to July 22, 2022.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's September 17, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

- 1.22. "Settlement Notice" means the notice that will be sent to the Aggrieved Employees with payment after the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees (currently estimated to be \$38,687.50) and the 75% to LWDA (currently estimated to be \$116,062.50) in settlement of PAGA claims.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, parents, assigns, subsidiaries, related entities, and affiliates.
- 1.27. "Released Claims" means: All legal claims and factual or legal theories/allegations that are alleged in the Operative Complaint at the time of the motion for approval of this Settlement, including, but not limited to, all of the following claims for civil penalties under PAGA for: (a) failure to pay all wages owed; (b) failure to authorize and permit meal periods; (c) failure to authorize and permit rest periods; (d) failure to pay wages timely during employment; (e) failure to maintain accurate, itemized payroll records; (f) failure to pay all wages earned and unpaid at separation; (g) failure to furnish accurate itemized wage statements; (h) failure to provide reimbursements for all necessary business expenses; and (i) any other claims or penalties under the wage and hour laws pleaded in the Action or primary rights pursued in the Action. The *res judicata* effect of the Judgement will be the same as that of the Release.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On November 22, 2021, Plaintiff commenced this Action by filing a PAGA Complaint against Defendants stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify

for necessary business expenses. On August 4, 2022, Plaintiff filed a First Amended PAGA Representative Action Complaint adding additional factual information to the underlying claims. The First Amended PAGA Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged. This Settlement Agreement shall not constitute an admission of liability or the accuracy of any allegation made by Plaintiff or their counsel.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On June 22, 2022, the Parties participated in an all-day mediation presided over by Honorable Jay C. Gandhi (Ret.) which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of the timekeeping and payroll records for the Aggrieved Employees.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay \$300,000.00 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% which is currently estimated to be \$100,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000.00, as supported by declaration. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA

Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. Even in the event that the Court reduced or does not approve the requested PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, PAGA Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$7,750, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,750, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount currently estimated to be \$154,750 to be paid from the Net Settlement Amount, with 75% (\$116,062.50) allocated to the LWDA PAGA Payment and 25% (\$38,687.50) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (currently estimated to be \$38,687.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA

Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the Enhancement Award to the PAGA Representative.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the

Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS:** Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that have been asserted or that might have been asserted, whether in tort, contract, or violation of any state or federal statute, rule or regulation, and that they may have against Released Parties, and arising out of, relating to, or in connection with Plaintiff's employment with Defendants. Plaintiff's Release includes claims for wages; back pay; front pay; reinstatement; damages; or benefits. Plaintiff's Release also releases any and all claims they may have that arose prior to the date of this Settlement, and hereby specifically waives and releases all claims, including, but not limited to, those arising under 42 U.S.C. § 1983; Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, 42 U.S.C. § 2000e *et. seq.*; the Equal Pay Act; the Americans With Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act (ADEA), as amended; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Immigration Reform and Control Act, as amended; the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Family and Medical Leave Act; the National Labor Relations Act; the Fair Credit Reporting Act; the Fair Labor Standards Act; the Labor Management Relations Act; the American Recovery and Reinvestment Act of 2009; the Genetic Information Nondiscrimination Act of 2008; and any and all state or local statutes, ordinances, or regulations, as well as all claims arising under common law, federal, state, or local law involving any tort, employment contract (express or implied), public policy, wrongful discharge, or any other claim, including, but not limited to claims under the California Health and Safety, Labor, Civil and Government Codes; claims based upon the California Constitution; the Confidentiality of Medical Information Act; the California Family Rights Act; and the California Fair Employment & Housing Act, and recovery of attorneys' fees and costs under any applicable statute.

5.1.1. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Aggrieved Employees: The Aggrieved Employees may hereinafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Action which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, the Aggrieved Employees shall be deemed to have, and by operation of the final judgement approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **ENHANCEMENT PAYMENT TO PLAINTIFF.** Defendants will not oppose a request by Plaintiff for an Enhancement Award of up to \$12,500.00, to be deducted from the Gross Settlement Amount, in exchange for his services as the PAGA Representative. This Enhancement Award is in addition to the payment to which he is entitled as an Aggrieved Employee. Even in the event that the Court reduced or does not approve the requested Plaintiff Enhancement Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding.

7. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)], Operative Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor Code section 2699, subd. (l)(2)]; and (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

7.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on

behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendants estimate that there are approximately 13,484 Pay Periods worked by the Aggrieved Employees during the period from September 17, 2020 through May 18, 2022. In the event the number of Pay Periods worked by the Aggrieved Employees increases by more than 10%, or 1,348, for the period from September 17, 2020 through May 18, 2022, then the Gross Settlement Amount shall be increased proportionally by the Pay Periods worked in excess of 14,832 multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the Gross Settlement Amount by 13,484 Pay Periods. The Parties agree that the Pay Period Value is \$22.25 (\$300,000 / 13,484 Pay Periods). Thus, for example, should there be 16,000 Pay Periods in the period from September 17, 2020 through May 18, 2022, then the Gross Settlement Amount shall be increased by \$25,988 ([16,000 pay periods – 14,832 Pay Periods] x [\$22.25]).

10. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably

required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 11.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.11. Confidentiality. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the settlement, including this Agreement, 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 potential PAGA members and as shall be contractually required to effectuate the terms of the Settlement as set forth

herein. For the avoidance of doubt, this section means Plaintiff and PAGA Counsel will not 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 as set forth herein. However, for the limited purpose of allowing PAGA Counsel to prove adequacy as PAGA counsel in other actions, PAGA 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.

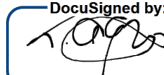
- 11.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section

583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

On Behalf of Plaintiff Teofilo Aguilar:

Dated: 9/2/2022, 2022

DocuSigned by:

856699E8E0564EA

Teofilo Aguilar, Plaintiff

On Behalf of Defendants Mad Engine Global, LLC, and Mad Engine, LLC:

Dated: September 1, 2022

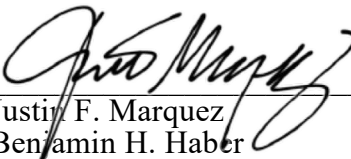


Name: Noah Steinsapir
Title: General Counsel & EVP of Legal

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: September 2, 2022



Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

Attorneys for Plaintiff

FORDHARRISON, LLP

Dated: September 2, 2022



Daniel Chammas
Julie A. Bachert

Attorneys for Defendants

Please review the error(s) below.

- 1. Lookup - Lookup returned no record and aborted connector execution.



Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

Mad Engine-Aguilar – PAGA Settlement Agreement – (FULLY EXECUTED).pdf ☐ Upload a different file

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

Min Jee Kim

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, September 14, 2022 10:24 AM
To: Min Jee Kim
Subject: Thank you for your Other Response or Document Submission

09/14/2022 10:23:55 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit B

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Aguilar v. Mad Engine Global, LLC, et al.

Superior Court for the State of California, County of San Diego Case No. 37-2021-00049439-CU-OE-CTL

Eligible Employee

Address

Address

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuit entitled *Aguilar v. Mad Engine Global, LLC, et al.*, filed in the San Diego County Superior Court for the State of California, Case No. 37-2021-00049439-CU-OE-CTL (the “Action”), brought on a representative basis under the Labor Code Private Attorneys General Act of 2004, codified at California Labor Code section 2698, *et seq.* (“PAGA”). The Plaintiff in the lawsuit is Teofilo Aguilar (“Plaintiff”) and the Defendants are Mad Engine Global, LLC, Mad Engine, LLC, and Mad Engine, Inc. (collectively, “Defendants”). The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of all hourly-paid, non-exempt employees who were employed by Defendants in the State of California (“Eligible Employees”) between March 23, 2020 through July 22, 2022 (the “Settlement Period”). The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California and 25% of any recovery be paid to the “aggrieved employee” group, which in this case is the group of Eligible Employees.

Defendants deny all claims and allegations in the Action, deny that they owe any penalties, and assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action. By settling the lawsuit, Defendants are not admitting that they have done anything wrong.

The Settlement resolves all legal claims and factual or legal theories/allegations that are alleged in the operative complaint at the time of the motion for approval of this Settlement, including, but not limited to, all of the following claims for civil penalties under PAGA for: (a) failure to pay all wages owed; (b) failure to authorize and permit meal periods; (c) failure to authorize and permit rest periods; (d) failure to pay wages timely during employment; (e) failure to maintain accurate, itemized payroll records; (f) failure to pay all wages earned and unpaid at separation; (g) failure to furnish accurate itemized wage statements; (h) failure to provide reimbursements for all necessary business expenses; and (i) any other claims or penalties under the wage and hour laws pleaded in the Action or primary rights pursued in the Action (the “PAGA Released Claims”). The Eligible Employees may hereinafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in the Action which are the subject matter of the PAGA Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the PAGA Released Claims, and by virtue of this Agreement, the Eligible Employees shall be deemed to have, and by operation of the final judgement approved by the Court, shall have, fully, finally, and forever settled and released all of the PAGA Released Claims. All Eligible Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the PAGA Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the Settlement Period facts stated in the operative complaint and the PAGA Notice.

The “Released Parties” means Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, parents, assigns, subsidiaries, related entities, and affiliates.

By an Order dated October XX, 2022, the Superior Court of California approved the Settlement of the PAGA Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

According to Defendants' records, you are an Eligible Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your check for your share. The settlement check shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed checks shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed, or abandoned cash pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to the California Controller's Unclaimed Property Fund, in the name of anyone who did not cash their check.

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties reported on IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

[ADMIN NAME]

[ADDRESS]

[ADDRESS]

[ADDRESS]

Exhibit C

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

9/14/2022
Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
Expert Fees					
	5/18/2022	6127958	Mediation Fee	13,475.00	13,475.00
	6/23/2022	6344	Expert Fees	2,250.00	2,250.00
	6/29/2022	12232563	Expert Fees	69.34	69.34
Total Expert Fees				15,794.34	15,794.34
Legal Expenses					
	9/8/2021	844958460	Legal Research	44.38	44.38
	9/8/2021	844958460	Legal Research	78.85	78.85
	9/18/2021		PAGA Fee	75.00	75.00
	10/11/2021	845122362	Legal Research	36.64	36.64
	1/14/2022		Doc Retrieval SDSC	26.80	26.80
	2/9/2022	845808956	Legal Research	16.51	16.51
	2/14/2022	7-657-82082	FedEx	37.29	37.29
	5/6/2022	846308554	Legal Research	43.52	43.52
	5/6/2022	846308554	Legal Research	40.65	40.65
	5/16/2022	20220169931-11	Court Reporter	1,397.40	1,397.40
	6/24/2022	7072D9F3-0004	Legal Research	123.57	123.57
	7/6/2022	846630730	Legal Research	34.33	34.33
Total Legal Expenses				1,954.94	1,954.94
Process Service Fees					
	9/20/2021	40323	Attorney Services	1,663.50	1,663.50
	10/5/2021	40806	Attorney Services	131.00	131.00
	10/5/2021	40807	Attorney Services	139.70	139.70
	10/5/2021	40805	Attorney Services	131.00	131.00
	10/6/2021	40839	Attorney Services	45.00	45.00
	10/7/2021	40844	Attorney Services	45.00	45.00
	11/23/2021	42388	Attorney Services	563.50	563.50
	12/10/2021	42856	Attorney Services	129.00	129.00
	12/10/2021	42857	Attorney Services	129.00	129.00
	12/10/2021	42896	Attorney Services	45.00	45.00
	12/16/2021	42858	Attorney Services	135.00	135.00
	12/16/2021	43119	Attorney Services	45.00	45.00
	5/10/2022	44606	Attorney Services	85.00	85.00
	2/23/2022		Attorney Services	33.97	33.97
	2/23/2025		Attorney Services	13.38	13.38
	5/4/2022	47266	Attorney Services	85.00	85.00
	7/8/2022		Attorney Services	13.90	13.90
	8/24/2022		Attorney Services	13.90	13.90
	8/31/2022		Attorney Services	34.49	34.49
Total Process Service Fees				3,481.34	3,481.34
Other Costs					
	8/16/2021	E-537929	Printing Cost	5.86	5.86
	8/16/2021	E-537390	Printing Cost	5.86	5.86
	8/16/2021	E-625944	Printing Cost	4.50	4.50
	9/18/2021	E-610108	Printing Cost	18.00	18.00
	9/20/2021	E-586930	Printing Cost	6.33	6.33
	9/20/2021	E-586931	Printing Cost	6.33	6.33
	9/20/2021	E-586935	Printing Cost	6.33	6.33
	9/20/2021	E-586932	Printing Cost	6.33	6.33
	9/20/2021	E-586933	Printing Cost	6.33	6.33
	9/20/2021	E-586934	Printing Cost	6.33	6.33
	2/24/2022	E-832016	Printing Cost	5.50	5.50
	4/12/2022	E-1021122	Printing Cost	87.00	87.00
	4/14/2022	E-943923	Printing Cost	1.50	1.50
	4/14/2022	E-1025027	Printing Cost	4.50	4.50
	4/14/2022	E-1025027	Printing Cost	18.00	18.00

	6/22/2022		Breakfast during mediation	62.66	62.66
	6/22/2022		Lunch during mediation	150.45	150.45
	8/23/2022		Reimbursement for deposition preparation w/ client	88.04	88.04
	8/23/2022		Reimbursement for lunch during client's deposition	44.60	44.60
	8/23/2022		Reimbursement for mileage for deposition preparation	38.03	38.03
Total Other Costs				572.48	572.48
TOTAL				21,803.10	21,803.10

Exhibit D

CASE NAME: Aguilar v. Mad Engine Global, LLC

Date: July 25, 2022

Requesting Attorney: Justin F. Marquez

Plaintiff or Defense: Plaintiff

Firm Name: Wilshire Law Firm, PLC

Telephone: (213) 381-9988, Ext. 345

Email: justin@wilshirelawfirm.com

PAGA Disbursement Only

Aggrieved Employees: 550

Postage Total: \$383.79

Grand Total: \$11,488.19

DISCOUNTED FLAT FEE: \$7,750.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Employment Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Aggrieved Employees will be Assigned a Unique Mailing ID which will be Used Throughout the Duration of Administration. CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours (Monday-Friday 9:00 AM - 5:30 PM, PST).

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	5	\$475.00
Project Manager: Notice Format	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	5	\$750.00
Live Call Center Support Reps.*	\$3.00	110	\$330.00
TOTAL			\$1,650.00

* Up to 120 days after disbursement

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.20	550	\$110.00
TOTAL			\$545.00

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail a 8.5"x11" MICR Check to Valid Aggrieved Employee's. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	2	\$300.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice, Checks & 1099	\$3.00	550	\$1,650.00
First-Class Postage (up to 1 oz.)*	\$0.60	550	\$330.00
TOTAL			\$3,955.00

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

CPT Estimates 8% of the Checks will be Returned Undeliverable and Skip Traced to Locate a Current Address and Remaild Accordingly. CPT will Process all Requests for Check Re-Issues on a Continuous Basis. CPT Prepares Annual Tax Reporting on Behalf of the QSF. Throughout the Duration of Administration, CPT will Provide the Parties with Bi-Weekly Status Reports. Upon the Conclusion of the Disbursement, CPT will Issue a Due Process Declaration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Re-Issue Checks as Required	\$5.00	6	\$30.00
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Skip Trace for Best Address	\$0.50	44	\$22.00
Remail Undeliverable Checks	\$3.00	44	\$132.00
First-Class Postage (up to 1 oz.)	\$0.60	50	\$30.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	1	\$150.00
Project Manager: Account Files Sent to Atty	\$95.00	1	\$95.00
Project Supervisor: Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$3,159.00

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	116	\$17.40
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	12	\$58.00
First-Class Postage (up to 1 oz.)	\$0.58	12	\$6.73
Project Manager: June Remittance	\$95.00	2	\$190.00
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,179.19

GRAND TOTAL \$11,488.19

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work products resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.

4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Aguilar v. Mad Engine Global, LLC, et al.
37-2021-00049439-CU-OE-CTL

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On September 14, 2022, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Daniel B Chammas (SBN 204825)
dchammas@fordharrison.com
 Min K Kim (SBN 305884)
mkim@fordharrison.com
 Julie A. Bachert (SBN 328572)
jbachert@fordharrison.com
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Attorneys for Defendants
Mad Engine Global, LLC; Mad Engine, LLC; and Mad Engine, Inc.

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on **September 14, 2022** at Los Angeles, California.


Ashley Narinyans