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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

ANDREW J. ROGERS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

INTERMOUNTAIN MANAGEMENT, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 21CV-0515

Assigned For All Purposes To The Hon. Rita
Federman, Department 2

PAGA REPRESENTATIVE ACTION

STIPULATION OF SETTLEMENT AND
~~PROPOSED~~ ORDER APPROVING
SETTLEMENT OF PLAINTIFF'S
CLAIMS FOR CIVIL PENALTIES
UNDER PAGA AND JUDGMENT

Action Filed: September 14, 2021
Trial Date: Not Set

1 **JOINT STIPULATION**

2 Plaintiff Andrew J. Rogers ("Plaintiff"), individually and in his capacity as a representative
3 of the State of California on behalf of other allegedly aggrieved employees, and Defendant
4 InterMountain Management, LLC ("Defendant") (Plaintiff and Defendant together are referred to
5 as the "Parties"), by and through their respective counsel, hereby stipulate and agree to the
6 settlement of Plaintiff's claim for civil penalties under the California Labor Code Private Attorneys
7 General Act, Labor Code § 2698, *et seq.* ("PAGA"), as follows:

8 1. Pursuant to PAGA, by letter dated September 13, 2021, Plaintiff gave written notice
9 to the Labor and Workforce Development Agency ("LWDA") and Defendant of various
10 provisions of the California Labor Code that Defendant allegedly violated, including the facts
11 and theories to support the alleged violations. Specifically, Plaintiff alleged that Defendant had
12 failed to compensate him and the Aggrieved Employees¹ for all hours worked, including
13 minimum, regular, and overtime hours worked, failed to provide the waiting time penalties,
14 failed to provide him and the Aggrieved Employees with legally mandated rest periods and meal
15 breaks, failed to reimburse them for business expenses they incurred, and failed to provide him
16 and the Aggrieved Employees with accurate itemized wage statements. Attached hereto as
17 **Exhibit A** is a true and correct copy of the notice letter Plaintiff sent to the LWDA ("LWDA
18 Notice"). Plaintiff accompanied his LWDA Notice with a fee in the amount of \$75.00.

19 2. The LWDA did not inform Plaintiff of any intent to investigate the noticed claims
20 within the sixty-five (65) statutory deadline and, to this day, has not communicated any intent
21 to investigate the claims. Thus, Plaintiff has become authorized under Labor Code § 2698 *et*
22 *seq.* to act as private attorneys general for the alleged PAGA claims.

23 3. Plaintiff, a former employee of Defendant, filed this action on September 14, 2021.
24 This matter was originally filed as a class action; however, due to the existence of an arbitration
25 agreement with a class action waiver, Plaintiff filed a request for dismissal of his class and
26 individual allegations so that he could proceed with his PAGA cause of action only ("the Action").

27 _____
28 ¹ Aggrieved Employees are all persons who were employed by Defendant in California as non-
exempt, hourly-paid employees at any time from September 13, 2020, through August 4, 2022.

1 The Court signed the order dismissing class and individual claims on or about July 19, 2022.
2 Defendant disputes that it has engaged in the Labor Code violations as alleged and denies that
3 it has engaged in any unlawful conduct.

4 4. The Second Amended Complaint alleges civil penalties under PAGA for alleged
5 violations of California Labor Code sections 201, 202, 203, 204, 218, 226, 226.7, 510, 512,
6 1174, 1194, 1198, and 2802. Defendant denies, and continues to deny, all of the allegations
7 made by Plaintiff or that it is liable for any of the damages and/or civil penalties as alleged in
8 the Action and/or LWDA Notice.

9 5. The Parties recognize that the issues presented in the Action are likely only to be
10 resolved with extensive and costly pretrial and trial proceedings, and that further litigation will
11 cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
12 maximum potential benefits to the PAGA Settlement Members and Plaintiff from continued
13 litigation.

14 6. On August 4, 2022, the Parties participated in a full-day mediation with neutral
15 mediator Jeffrey Ross, Esq., an experienced wage and hour mediator. Prior to participating in
16 mediation, the Parties engaged in extensive informal discovery, including production of
17 documents and information. Prior to mediation, Defendant also provided data to Plaintiff's
18 counsel to evaluate the potential value of Plaintiff's civil penalty claims. Thereafter, the Parties
19 engaged in extensive, arm's length negotiations and reached a settlement of the Action that is
20 memorialized in the Agreement. During the mediation, the Parties agreed to a settlement, which
21 was negotiated in light of all known facts and circumstances, including the difficulty of proving
22 some of Plaintiff's claims, potential defenses asserted by Defendant, the uncertainty associated
23 with litigation, the risks of significant delay, and numerous potential appellate issues. It was not
24 easy for the Parties to reach this settlement, which was possible with the skilled guidance and input
25 of mediator, Jeffrey Ross, Esq. Attached hereto as **Exhibit B** is the fully executed PAGA
26 Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement") setting forth
27 the terms of the settlement.

28 ///

1 7. The Parties conducted investigation of the facts and law. Counsel for the Parties
2 have further investigated the applicable law as applied to the facts discovered regarding
3 Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff.
4 Based on their own independent investigations and evaluations, Plaintiff and his counsel are of
5 the opinion that the settlement for the consideration and on the terms set forth in the Settlement
6 Agreement is fair, reasonable, and adequate and is in the best interests of the Plaintiff and the
7 Aggrieved Employees in light of all known facts and circumstances and the risks inherent in
8 litigation, including the potential appellate issues. Further, Plaintiff's counsel believes that the
9 settlement amount entered into is in the best interests of Plaintiff and the Aggrieved Employees
10 and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given
11 the inherent risk of litigation.

12 8. The settlement in this action provides \$154,916.2 to the allegedly Aggrieved
13 Employees and the LWDA in exchange for a release of claims under PAGA only.² The Settlement
14 Agreement and Release of PAGA Claims provides, in pertinent part:

15 Upon the date of entry of an order by the Court in this Action approving this
16 Settlement, and payment of all funds due under this Settlement, the LWDA and
17 PAGA Settlement Members, including Plaintiff, fully release and forever
18 discharge the Released Parties from any and all Released Claims as defined
19 above. As a result of this release, the PAGA Settlement Members will be unable
20 to bring a claim under, or recover in any other claim brought under, the California
21 Private Attorneys General Act, California Labor Code § 2698 et seq., for any
22 violations of the Released Claims that took place during the PAGA Period.

23 "Settlement Period" means September 13, 2020 through August 4, 2022.

24 "Released Parties" shall mean Owners and ownership entities of the California
25 properties that are the subject matter of this Action, Defendants and all of their
26 respective subsidiary companies, affiliates, joint employers, staffing
27 companies, holding companies, predecessors, successors, partners,
28 shareholders, insurers, legal representatives, assigns, employees, independent

² \$154,916.2 is the net amount available to the aggrieved employees and the LWDA from the \$300,000 gross settlement amount following deduction for Plaintiff's attorney's fees of \$120,000 (40% of the gross settlement amount), Plaintiff's counsel's actual litigation costs of \$14,583.80 (not to exceed \$15,000.00), Plaintiff's Service Award of \$5,000, and third-party administration costs of \$5,500 (not to exceed \$10,000.00).

contractors, officers, directors, attorneys, agents and entities, parties or other representatives of any kind.

“Settlement Members” means all persons who were employed by Defendant in California as non-exempt, hourly-paid employees at any time from September 13, 2020 through August 4, 2022.

The Parties estimate that there are approximately 15,923 pay periods during the PAGA Period.

9. The Parties request that the Court approve the arm’s length settlement reached between the Parties pertaining to penalties under PAGA, and the release of PAGA claims.

NOW THEREFORE, in return for the mutual commitments and consideration detailed in the PAGA Settlement Agreement attached hereto as Exhibit B, the Parties stipulate as follows:

1. The Parties stipulate and jointly propose that the Court review and approve the terms contained in the Parties’ Settlement Agreement, attached as Exhibit B, in full.

2. The Settlement is fair, adequate, and reasonable, as it represents a reasoned compromise reached through arm’s length negotiations and considers the risks, complexity, and expense of further litigation.

3. The settlement terms reached through mediation provide for a gross payment by Defendant of Three Hundred Thousand Dollars and Zero Cents (\$300,000; “Maximum Settlement Amount”). The Maximum Settlement Amount, which shall cover distribution to the LWDA and the allegedly aggrieved employees, Plaintiff’s counsel’s costs and fees, Plaintiff’s Service Award, and costs of administration of the settlement, as follows:

Description	Amount
Attorneys’ Fees (40% of gross settlement)	\$120,000
Plaintiff’s Counsel’s Costs (not to exceed amount \$15,000)	\$14,583.80 ³
Plaintiff’s Service Award	\$5,000

³ The Settlement authorizes reimbursement of actual costs not to exceed \$15,000, at this time, actual out of pocket costs, including the cost of submitting this Stipulation total \$14,583.80. A true and correct copy of a ledger of Plaintiff’s counsel’s costs are attached hereto as **Exhibit C**.

1 2 3	Third-Party Administration Cost (not to exceed amount \$10,000)	\$5,500
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4 4. Should the Court approve a lesser amount for attorneys' fees, costs, or costs of third-
5 party administration, the difference shall be allocated as follows: 25% to the allegedly aggrieved
6 employees and 75% to the LWDA.

7 5. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to
8 Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The
9 Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
10 Number and calculate all settlement checks and withholdings required under law based on
11 information that will be confidentially furnished by Defendant. There are no payroll deductions
12 to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

13 6. "Settlement Members": The Settlement Members (also referred to herein as the
14 "allegedly aggrieved employees") included in the Settlement shall be all individuals who are
15 or were employed as hourly and/or non-exempt employees by Defendant in California for one
16 or more pay periods from September 13, 2020, through August 4, 2022 ("PAGA Period").

17 7. Upon the Court's approval of the Settlement Agreement, it is agreed that the entire
18 Action will be dismissed, with prejudice.

19 8. Upon the date of entry of an order by the Court in this Action approving this
20 Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA
21 Settlement Members, including Plaintiff, fully release and forever discharge the Released
22 Parties from any and all Released Claims as defined in Exhibit B. As a result of this release,
23 the PAGA Settlement Members will be unable to bring a claim under, or recover in any other
24 claim brought under, the California Private Attorneys General Act, California Labor Code §
25 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

26 9. Under California law, no notice to the allegedly aggrieved employees is required for
27 the resolution of an action under PAGA. *See Arias v. Superior Court*, (2009) 46 Cal.4th 969, 977.
28 The Parties have nevertheless agreed to provide an explanatory letter to the allegedly aggrieved

employees to accompany the PAGA penalty checks. Attached to the PAGA Settlement Agreement as Exhibit A is the proposed letter to the allegedly aggrieved employees that would accompany the checks.

10. If there is a conflict between the language of this Stipulation and the language of the PAGA Settlement Agreement attached as Exhibit B, with the exception of the timing of the settlement payment, the language of the PAGA Settlement Agreement shall control.

11. The Parties further expressly agree that the Court will retain jurisdiction under Code of Civil Procedure section 664.6 to resolve any disputes arising from the settlement of the above-described action.

IT IS SO STIPULATED.

Dated: October 25, 2022

Respectfully submitted,
MOON & YANG, APC

By: 

Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

Dated: October 25, 2022

LIGHT GABLER

By: 

Jonathan Fraser Light
Chandra A. Beaton

Attorneys for Defendant

~~**PROPOSED**~~ **ORDER AND JUDGMENT**

Having considered the foregoing Stipulation, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set forth in the PAGA Settlement Agreement attached as Exhibit "B" to the foregoing Stipulation.

2. The Settlement is hereby accepted and approved;

3. Plaintiff and all PAGA Settlement Members shall have, by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims as follows:

Upon the date of entry of an order by the Court in this Action approving this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims as defined above. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 et seq., for any violations of the Released Claims that took place during the PAGA Period.

"Settlement Period" means September 13, 2020 through August 4, 2022.

"Released Parties" shall mean Owners and ownership entities of the California properties that are the subject matter of this Action, Defendants and all of their respective subsidiary companies, affiliates, joint employers, staffing companies, holding companies, predecessors, successors, partners, shareholders, insurers, legal representatives, assigns, employees, independent contractors, officers, directors, attorneys, agents and entities, parties or other representatives of any kind.

"Settlement Members" means all persons who were employed by Defendant in California as non-exempt, hourly-paid employees at any time from September 13, 2020 through August 4, 2022.

4. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

5. The Settlement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,

1 nor any document referred to herein, nor any action taken to carry out the Settlement, may be used
2 as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
3 against Defendant.

4 6. Defendant shall pay a Maximum Settlement Amount of Three Hundred Thousand
5 Dollars and Zero Cents (\$300,000) to the PAGA Settlement Members, Plaintiff's Counsel, the
6 Labor and Workforce Development Agency ("LWDA"), Plaintiff, and the Settlement
7 Administrator pursuant to the terms of the Settlement as follows:

- 8 a. Actual administration costs of up to \$5,500, payable to the Settlement
9 Administrator for administration of the Settlement;
- 10 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$120,000 (40%).
- 11 c. Reimbursement for actual costs incurred by Plaintiff's Counsel of \$14,583.80, not
12 to exceed \$15,000.00;
- 13 d. Plaintiff's Service Award in the amount of \$5,000
- 14 e. The remaining amount to the PAGA Fund, which shall be allocated as set forth in
15 Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25%
16 to the PAGA Settlement Members on a pro-rata basis. The Administrator will
17 cancel all checks that remain uncashed 180 days from the mailing date and
18 forward such amounts to the California Labor & Workforce Development Agency.

19 7. Defendant's payment shall be made to the Settlement Administrator within twenty (20)
20 calendar days after the Effective Date as defined in Exhibit B.

21 8. The Court finds that the fees requested by Plaintiff's Counsel of forty percent (40%) of
22 the total settlement amount are reasonable, and the costs requested of up to \$15,000.00 are
23 reasonable and necessary for the prosecution of this Action. The Court hereby awards attorney's
24 fees in the amount of \$120,000 and costs in the amount of \$14,583.80 to Plaintiff's Counsel for
25 their attorney's fees and costs, respectively.

26 9. The Court approves of the proposed letter attached to the PAGA Settlement Agreement
27 as Exhibit A to be sent to the PAGA Settlement Members along with their respective settlement
28 check.

1 10. This Action is dismissed with prejudice.

2 11. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10)
3 calendar days after entry of the Order and Judgment.

4 12. This Court shall retain jurisdiction, pursuant to Code of Civil Procedure, section 664.6,
5 over this Action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to
6 interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and
7 Judgment.

8 DATED: November 4, 2022


HON. RICARDO FEDERMAN

JUDGE OF THE SAN LUIS OBISPO
COUNTY SUPERIOR COURT

Exhibit A

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September 13, 2021

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

InterMountain Management, LLC
2390 Tower Drive
Monroe, LA 71201

Notice of Labor Code Violations and PAGA Penalties

Re: *Andrew J. Rogers v. InterMountain Management, LLC*

To Whom It May Concern:

Please be advised that my office has been retained by Andrew J. Rogers ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, InterMountain Management, LLC ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including San Luis Obispo County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a security guard from approximately July 2103 to July 2021, primarily in San Luis Obispo County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. For example, for the pay period of July 17, 2021 to July 30, 2021, Plaintiff worked 91.25 regular hours plus 1.30 overtime hours. Because Plaintiff and the Aggrieved Employees were paid biweekly, this shows that Defendants failed to pay all overtime owed to Plaintiff and the Aggrieved Employees, particularly those hours in excess of 8 hours per day or 40 hours per week. Also throughout the statutory period, Plaintiff and the Aggrieved Employees were required to use their own personal cellular telephones to speak to supervisors off-the-clock, and uncompensated. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and

the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Out of State Bank

Defendant paid Plaintiff and the Aggrieved Employees using an out-of-state bank, "Progressive Bank", which has no California branches, thereby violating Labor Code § 212. At least the final paychecks (which were often untimely) were paid through these out-of-state bank checks.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the use of their own personal cellular telephones for work, including to communicate with supervisors. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-

two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 212 by paying Plaintiff and the Aggrieved Employees with an out-of-state bank with no California branch locations;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

LWDA
Notice of Labor Code Violations and PAGA
September 13, 2021
Page 9 of 9

Sincerely,

MOON & YANG, APC

A handwritten signature in black ink, appearing to read 'Kane Moon', written over a horizontal line.

Kane Moon
Attorney at Law

Exhibit B

1
2
3
4
5
6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF SAN LUIS OBISPO

9 ANDREW J. ROGERS, individually,
10 and on behalf of all others similarly
situated,

11 Plaintiffs,

12 vs.

13 INTERMOUNTAIN MANAGEMENT,
14 LLC, a limited liability company; and
DOES 1 through 10, inclusive,

15 Defendants.
16

Case No. 21CV-0515

PAGA SETTLEMENT AGREEMENT

17 **PAGA Settlement Agreement**

18 Subject to Court approval by the Superior Court of the State of California for the
19 County of San Luis Obispo ("Court"), Plaintiff Andrew J. Rogers ("Plaintiff") and Defendant
20 InterMountain Management, LLC ("Defendant") (collectively with Plaintiff, the "Parties")
21 hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement")
22 of the action entitled *Andrew J. Rogers v. InterMountain Management, LLC*, Case No.
21CV-0515 (San Luis Obispo County Superior Court) (the "Action").

23 **Definitions**

24 The following definitions are applicable to this Settlement Agreement. Definitions
25 contained elsewhere in this Settlement Agreement will also be effective:

26 1. "Action" means *Andrew J. Rogers v. InterMountain Management, LLC*, Case
No. 21CV-0515 (San Luis Obispo County Superior Court).

27 2. "Aggrieved Employees" means all persons who were employed by Defendant
28 in California as non-exempt, hourly-paid employees at any time from September 13, 2020

1 through August 4, 2022.

2 3. "Settlement Members" are the Aggrieved Employees.

3 4. "Court" means the Superior Court for the State of California, County of San
4 Luis Obispo.

5 5. "Effective Date" refers to the date upon which both of the following have
6 occurred: (i) approval of the Settlement is granted by the Superior Court of California for
7 the County of San Luis Obispo and (ii) the Court's Judgment approving the Settlement
8 becomes Final. If there is an appeal of the Court's Judgment, the date of the Judgment is
9 affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file
10 a petition for writ of certiorari to the California Supreme Court shall be the date the
11 Settlement is Final. If there is an intervenor, but no appeal is filed, the expiration date of the
12 time for filing or noticing any appeal of the Judgment shall be the date the Settlement is
13 Final. If there is no intervenor in the action, the date the Court enters an order approving
14 this Settlement shall be the date the Settlement is Final.

15 6. "LWDA" means the California Labor and Workforce Development Agency.

16 7. "Maximum Settlement Amount" means the maximum settlement amount of
17 Three Hundred Thousand Dollars (\$300,000.00) to be paid by Defendant in full satisfaction
18 of all Settled Claims arising from the Action, which includes all payments to Aggrieved
19 Employees, Plaintiff as a representative, Plaintiff's Counsel (Attorneys' Fees and Costs),
20 the LWDA, and the Settlement Administrator.

21 8. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004,
22 California Labor Code Sections 2698 et seq.

23 9. "PAGA Penalties Fund" means the Maximum Settlement Amount less the
24 Attorneys' Fees and Costs, Service Award, and Settlement Administrator Costs.

25 10. "Plaintiff's Counsel" means Moon & Yang APC.

26 11. "Released Parties" shall mean Owners and ownership entities of the
27 California properties that are the subject matter of this Action, Defendants and all of their
28 respective subsidiary companies, affiliates, joint employers, staffing companies, holding
companies, predecessors, successors, partners, shareholders, insurers, legal
representatives, assigns, employees, independent contractors, officers, directors,
attorneys, agents and entities, parties or other representatives of any kind.

12. "Service Award" means the amount to be paid to Plaintiff Andrew Rogers as
payment for his service on behalf of the LWDA and Aggrieved Employees and for general
release of all claims arising out of his employment with Defendant.

1 13. "Settled Claims" means any and all claims for PAGA civil penalties under the
2 California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or
3 could have been alleged to have been violated in the Action with respect to Aggrieved
4 Employees based on the facts alleged in the Action during the Settlement Period.

5 14. "Settlement Administrator" refers to a qualified, third-party settlement
6 administrator agreed to by the Parties to administer the terms of the Settlement. The
7 Parties agree to utilize Phoenix Class Action Administration Solutions to administer the
8 Settlement, at an estimated cost not to exceed Ten Thousand Dollars (\$10,000).

9 15. "Settlement Period" means September 13, 2020 through August 4, 2022.

10 Terms

11 16. Maximum Settlement Amount. In consideration for Plaintiff's promises and
12 representations described in this Settlement Agreement, and subject to all of the conditions
13 of the Settlement being met, Defendant will pay a maximum amount of Three Hundred
14 Thousand Dollars (\$300,000) ("Maximum Settlement Amount"), which represents the
15 maximum amount payable in this Settlement by Defendant for this Action, and includes
16 attorneys' fees, litigation costs and expenses, consideration for Plaintiff's service on behalf
17 of the LWDA and Aggrieved Employees, Settlement Administration Cost, and payments to
18 Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No
19 portion of the Maximum Settlement Amount will be retained by, or revert to, Defendant.

20 17. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved
21 Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under
22 the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged
23 to have been violated in the Action with respect to Aggrieved Employees. Pursuant to
24 PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA,
25 and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees
26 according to the following formula:

27 (a) The Settlement Administrator will calculate based on Defendant's
28 records: (i) the total number of pay periods worked by each Aggrieved Employee
during the Settlement Period, and (ii) the total number of pay periods worked by all
Aggrieved Employees during the Settlement Period.

(b) To determine each Aggrieved Employee's payment from the PAGA
Penalties Fund, the Settlement Administrator will use the following formula:
Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by
Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods

1 Worked by All Aggrieved Employees during the Settlement Period].

2 (c) Defendant's records shall be determinative for purposes of calculating
3 the number of pay periods worked and any payments to Aggrieved Employees.

4 (d) Plaintiff has entered into this Settlement based on Defendant's
5 representation that Aggrieved Employees worked during a combined total of
6 approximately 15,923 pay periods from September 13, 2020 through August 4,
2022.

7 (e) Prior to disbursement of any funds, the Settlement Administrator will
8 provide a disbursement summary of the calculations for the Service Award, Plaintiffs
9 Attorney's fees, litigation costs and expenses, payment to the LWDA, the Settlement
10 Administration Costs and individual payments to the Aggrieved Employees for
review and approval by Plaintiff's Counsel and Defense Counsel.

11 18. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
12 application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than
13 One Hundred Twenty Thousand Dollars (\$120,000), which will be paid from the Maximum
14 Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's
Counsel will be added to the PAGA Penalties Fund.

15 19. Service Award. For a general release of all claims Plaintiff may have against
16 Released Parties arising out of his employment, and for his service on behalf of the LWDA
17 and Aggrieved Employees, Defendant agrees not to oppose or impede any application or
18 motion by Plaintiff for a service award of up to Five Thousand Dollars (\$5,000) ("Service
Award"). The Service Award will be subject to Court approval.

19 20. Release by Plaintiff. In addition to the Settled Claims, upon the Effective Date,
20 Plaintiff will be deemed to have fully and generally released and discharged Released
21 Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities
22 of any kind which have been or could have been asserted against Released Parties arising
23 out of, or relating to, Plaintiff's employment with Defendant or termination thereof, including
24 but not limited to claims for breach of any implied or express contract or covenant, claims
25 for promissory estoppel, claims to entitlement to any pay, wages, restitution, penalties,
26 retaliation, defamation, discrimination, harassment or wrongful termination of employment,
27 claims of wrongful denial of insurance and employee benefits (except worker's
28 compensation benefits), claims for failure to hire, public policy violations, invasion of
privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law
or tort matters, claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of

1 1991, the Americans with Disabilities Act, Section 1981 of the Civil Rights Act of 1866, age
2 discrimination under the Age Discrimination in Employment Act, as amended by the Older
3 Workers Benefit Protection Act, the Family and Medical Leave Act, the California Family
4 Rights Act, claims for unfair competition, claims based on legal restrictions on Defendants'
5 right to terminate, not to hire or promote employees, or to change an employee's
6 compensation and claims based on any federal, state or other governmental statute,
7 regulation or ordinances, all statutory, constitutional, contractual or common law claims for
8 wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive
9 damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief or any other
10 claims arising under the Fair Labor Standards Act, California Labor Code, California
11 Business and Professions Code or Industrial Welfare Commission Wage Orders, or arising
12 out of or based upon the following categories of allegations regardless of the forum in which
13 they may be brought, to the fullest extent such claims are releasable by law: (i) all claims
14 for unpaid overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations;
15 (iv) all claims for rest period violations; (v) all claims for paid sick leave violations; (vi) all
16 claims for the failure to timely pay wages upon termination; (vii) all claims for the failure to
17 timely pay wages during employment; (viii) all claims for wage statement violations; (ix) all
18 claims for reporting time pay; and (x) all other penalties recoverable for such claims under
19 PAGA and the Employee Retirement Income Security Act ("ERISA"). This release
20 specifically includes any and all claims, demands, obligations and/or causes of action for
21 damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by
22 the Settlement) relating to or in any way connected with the matters referred to herein,
23 whether or not known or suspected to exist, and whether or not specifically or particularly
24 described herein. Specifically, Plaintiffs will be deemed to have waived all rights and
25 benefits afforded by California Civil Code Section 1542, which provides

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
27 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
28 **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.

29 This General release and waiver of rights under California Civil Code Section
30 1542 shall include any and all claims based on conduct or omissions that occurred
31 at any time prior to the date of entry of an order by the Court in this Action approving
32 this Settlement.

1 21. Settlement Administration Costs. The Parties will retain Phoenix Class Action
2 Administration Solutions as the third-party settlement administrator ("Settlement
3 Administrator"). The Settlement Administrator will be responsible for establishing a qualified
4 settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved
5 Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration
6 Costs will be paid from the Maximum Settlement Amount. The Settlement Administration
7 Costs will include but are not limited to all fees and costs for postage, envelopes, computer
8 searches to locate addresses, translation services, expenses of the Settlement
9 Administrator to implement and complete the settlement process according to the terms of
10 this Settlement, to calculate payments to individual Aggrieved Employees, any cost
11 associated with the escheatment process for any uncashed or undeliverable settlement
12 checks, to prepare any necessary tax documents for PAGA Aggrieved Employees and any
13 other related fees and costs (the "Settlement Administrative Costs") Based on the estimate
14 that there are approximately 796 Aggrieved Employees, Settlement Administration Costs
15 are estimated at \$5,500. Any reductions by the Court or any unused amount shall revert to
16 the PAGA Penalties Fund.

17 22. Court Approval of the Settlement and Distribution of Settlement Payments.
18 The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties
19 will request that the Court issue an order and judgment approving and incorporating by
20 reference the terms and conditions of the Settlement Agreement (the "Order and
21 Judgment").

22 23. List of Aggrieved Employees. Within twenty (20) calendar days after entry of
23 the Order and Judgment, Defendant will provide the Settlement Administrator a complete
24 list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List
25 will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full
26 name; most recent mailing address and telephone number; Social Security number; the
27 respective number of pay periods during which each Aggrieved Employee worked during
28 the Settlement Period; and any other relevant information needed to calculate settlement
payments. The contact information and Social Security numbers ("private information") are
being provided confidentially to the Settlement Administrator only and the Settlement
Administrator shall treat the information as private and confidential and take all necessary
precautions to maintain the confidentiality of the private information.

29 24. Funding of the Settlement. The Settlement Administrator shall establish a
Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for

1 purposes of administering the Settlement. The Settlement Administrator shall furnish the
2 Qualified Settlement Fund with its own Employer ID Number and calculate all settlement
3 checks with withholdings required under law based on information that will be confidentially
4 furnished by Defendants. There are no payroll deductions to be calculated under this
Settlement, since no part of the Settlement will be classified as wages.

5 Within twenty (20) calendar days after the Effective date, Defendant will deposit the
6 Maximum Settlement Amount into the QSF to be established by the Settlement
7 Administrator. Within five (5) calendar days of the funding of the Settlement, the Settlement
8 Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and
9 Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The
10 Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all
11 payments issued under this Settlement. As indicated above in section 16(e), prior to
12 disbursement of any funds, the Settlement Administrator will provide a disbursement
13 summary of the calculations for the Service Award, Plaintiffs attorney's fees, litigation costs
14 and expenses, payment to the LWDA, the Settlement Administration Costs and individual
payments to the PAGA Aggrieved Employees for review and approval by Plaintiffs' Counsel
and Defense Counsel.

15 25. Settlement Payments to Aggrieved Employees. Within five calendar (5) days
16 after the Maximum Settlement Amount is fully funded, the Settlement Administrator will
17 issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund
18 along with an explanatory letter written in English and Spanish which will be mutually
19 approved by the parties. Prior to mailing, the Settlement Administrator will perform a search
20 based on the National Change of Address Database for information to update and correct
21 for any known or identifiable address changes. Any checks returned as non-deliverable on
22 or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail
23 to the forwarding address affixed thereto. If no forwarding address is provided, the
24 Settlement Administrator will promptly attempt to determine the correct address using a
25 skip-trace, or other search using the name, address or Social Security number of the
26 Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain
27 negotiable for 180 days. Those funds represented by un-cashed checks which remain
28 outstanding 180 days after the mailing of the Settlement checks by the Settlement
Administrator will be tendered to the LWDA. All settlement payments to Aggrieved
Employees will be treated as miscellaneous income for which a 1099 will be issued. The
Settlement Administrator shall maintain a list of the postmark date for the original mailing

1 of the Settlement Payments to Aggrieved Employees, the postmark date of any subsequent
2 mailing to any Aggrieved Employees and a list of Aggrieved Employees who did not receive
3 the payment due to the inability to locate a valid address using the procedures described
4 herein or who otherwise could not be located within two attempts of mailing.

5 26. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all
6 Aggrieved Employees will be forever barred from pursuing against Defendant any and all
7 Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiff, will
8 not be deemed to have released any individual wage and hour claims by virtue of this
9 Settlement.

10 27. Settlement Payment to the LWDA. Within five (5) calendar days after the
11 Maximum Settlement Amount is fully funded, the Settlement Administrator shall pay to the
12 LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Penalties Fund,
13 or as otherwise directed by the Court.

14 28. Settlement Payment to Plaintiff's Counsel. Within five (5) calendar days after
15 the Maximum Settlement Amount is fully funded, the Settlement Administrator shall
16 distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment and
17 approved litigation costs.

18 29. Settlement Administration Payment. Within five (5) calendar days after the
19 Maximum Settlement Amount is fully funded, the Settlement Administrator shall deduct an
20 amount equivalent to the Settlement Administrative Costs (not to exceed \$10,000.00).

21 30. Settled Claims. Upon entry of the Order and Judgment, the LWDA, Plaintiff
22 and all Aggrieved Employees will be forever barred from pursuing against Released Parties
23 any and all Settled Claims during the Settlement Period. As a result of this release, the
24 PAGA Aggrieved Employees will be unable to bring a claim under, or recover in any other
25 claim brought under, the California Private Attorneys General Act, California Labor Code
26 Section 2698 et. seq. for any violations of the Settled Claims that took place during the
27 PAGA Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have
28 released any individual wage and hour claims by virtue of this Settlement.

31. Tax Treatment and Tax Indemnification. PAGA Aggrieved Employees will
assume any tax obligations or consequences which may arise from this Settlement. PAGA
Aggrieved Employees release any and all claims that they have or may have against
Released Parties for any claims, demands, deficiencies, levies, assessments, executions,
judgments, penalties, taxes indemnification and any other recoveries related to any
payments made under this Settlement or any compensation provided at any time by

1 Defendants or any of the Released Parties. If any state or federal taxing authority contacts,
2 investigates or pursues any action against any PAGA Aggrieved Employees for their
3 individual share of taxes related to any payments made under this Settlement or any
4 compensation provided at any time by Defendants or any of the Released Parties, each
5 PAGA Aggrieved Employee shall be responsible for their own defense of and payment for
6 any claim of unpaid taxes, interest or penalties brought by any state or federal taxing
7 authority for the PAGA Aggrieved Employee's share of any state or federal tax obligation.
8 If a PAGA Aggrieved employee has questions about any liability to any state or federal
9 taxing authority, they shall contact the Settlement Administrator or Plaintiff's Counsel. The
10 PAGA Aggrieved Employees shall not contact Defendants, any of the Released Parties or
11 Defense Counsel.

12 32. No Right to Exclusion or Objections by Aggrieved Employees. Because this
13 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as
14 proxies and as Private Attorneys General of, and for, the State of California and the LWDA,
15 the Parties agree that no Aggrieved Employee has the right to exclude himself or herself
16 from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement
17 Agreement, upon its approval by the Court, regardless of whether he or she cashes any
18 payment received as a result of this Settlement. The Parties also agree that no Aggrieved
19 Employee has the right to object to the terms of the Settlement Agreement.

20 33. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as
21 referenced herein will not be utilized to calculate any additional benefits under any benefit
22 plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-
23 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
24 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
25 Settlement Agreement will not affect any rights, contributions, or amounts to which any
26 Aggrieved Employee may be entitled under any benefit plans.

27 34. No Prior Assignments. The Parties and their counsel represent, covenant,
28 and warrant that they have not directly or indirectly assigned, transferred, encumbered, or
purported to assign, transfer, or encumber to any person or entity any portion of any liability,
claim, demand, action, cause of action or right herein released and discharged.

35. Nullification of Settlement Agreement. In the event that: (i) the Court does
not approve the Settlement as provided herein; or (ii) the Settlement does not become final
for any other reason, then this Settlement Agreement, and any documents generated to
bring it into effect, will be null and void, and the Parties will be returned to their original

1 respective positions.

2 36. Judgment and Continued Jurisdiction. After entry of the Order and Judgment,
3 the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
4 interpretation and enforcement of the terms of the Settlement, (ii) settlement administration
5 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
as set forth in this Settlement.

6 37. Entire Agreement. This Settlement Agreement constitutes the entirety of the
7 Parties' settlement terms. No other prior or contemporaneous written or oral agreements
8 may be deemed binding on the Parties.

9 38. Amendment or Modification. This Settlement Agreement may be amended or
10 modified only by a written instrument, signed by either the Parties or their successors-in-
interest or counsel for all Parties.

11 39. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
12 warrant and represent they are expressly authorized by the Parties whom they represent
13 to negotiate this Settlement Agreement and to take all appropriate action required or
14 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate
15 its terms and to execute any other documents required to effectuate the terms of this
16 Settlement Agreement. The Parties and their counsel will cooperate with each other and
17 use their best efforts to effect the implementation of the Settlement. If the Parties are unable
18 to reach agreement on the form or content of any document needed to implement the
19 Settlement, or on any supplemental provisions that may become necessary to effectuate
the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
such disagreement.

20 40. Binding on Successors and Assigns. This Settlement Agreement will be
21 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,
22 as previously defined.

23 41. California Law Governs. All terms of this Settlement Agreement will be
governed by and interpreted according to the laws of the State of California.

24 42. Execution and Counterparts. This Settlement Agreement is subject only to
25 the execution of all Parties. However, the Settlement Agreement may be executed in one
26 or more counterparts. All executed counterparts and each of them, including electronic
27 signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be
28 deemed to be one and the same instrument.

43. Acknowledgement that the Settlement is Fair and Reasonable. The Parties

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

5 44. Waiver of Certain Appeals. The Parties agree to waive appeals; except,
6 however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below
7 the amount they request from the Court, and either party may appeal any court order that
8 materially alters the Settlement's terms.

9 45. Invalidity of Any Provision. Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
11 extent possible consistent with applicable precedents so as to define all provisions of this
Settlement Agreement valid and enforceable.

12 46. Captions. The captions and section numbers in this Settlement Agreement
13 are inserted for the reader's convenience, and in no way define, limit, construe or describe
14 the scope or intent of the provisions of this Settlement Agreement.

15 47. Waiver. No waiver of any condition or covenant contained in this Settlement
16 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
17 considered to imply or constitute a further waiver by such party of the same or any other
condition, covenant, right or remedy.

18 48. Enforcement Actions. In the event that one or more of the Parties institutes
19 any legal action or other proceeding against any other Party or Parties to enforce the
20 provisions of this Settlement or to declare rights and/or obligations under this Settlement,
21 the successful Party or Parties will be entitled to recover from the unsuccessful Party or
22 Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
connection with any enforcement actions.

23 49. Mutual Preparation. The Parties have had a full opportunity to negotiate the
24 terms and conditions of this Settlement Agreement. Accordingly, this Settlement
25 Agreement will not be construed more strictly against one party merely by virtue of the fact
26 that it may have been prepared by counsel for one of the Parties, it being recognized that,
27 because of the arm's-length negotiations between the Parties, all Parties have contributed
to the preparation of this Settlement Agreement.

28 50. Representation By Counsel. The Parties acknowledge that they have been
represented by counsel throughout all negotiations that preceded the execution of this

1 Settlement Agreement, and that this Settlement Agreement has been executed with the
2 consent and advice of counsel, and reviewed in full.

3 51. Cooperation and Execution of Necessary Documents. All Parties will
4 cooperate in good faith and execute all documents to the extent reasonably necessary to
5 effectuate the terms of this Settlement Agreement.

6 52. Binding Agreement. The Parties warrant that they understand and have full
7 authority to enter into this Settlement, and further intend that this Settlement Agreement
8 will be fully enforceable and binding on all parties, and agree that it will be admissible and
9 subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
10 confidentiality provisions that otherwise might apply under federal or state law.

11 53. Denial of Liability. The Parties expressly recognize that the making of this
12 agreement does not in any way constitute an admission or concession of wrongdoing on
13 the part of Defendant or Released Parties. Nothing in this Settlement, nor any action taken
14 in implementation thereof, nor any statements, discussions or communications, nor any
15 materials prepared, exchanged, issued or used during the pendency of the Action, is
16 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used
17 or be admissible in any way in any other judicial, arbitral, administrative, investigative or
18 other forum or proceeding, as evidence of any violation of any federal, state, or local law,
19 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
20 equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in
21 the Court that has as its purpose the interpretation, implementation, or enforcement of the
22 Settlement or any orders or judgments of the Court entered into in connection therewith.

23 **READ CAREFULLY BEFORE SIGNING**

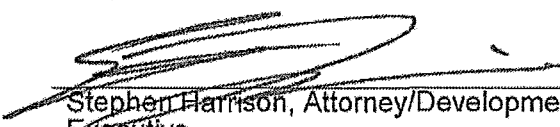
24 **PLAINTIFF**

25 Dated: September ____, 2022

26 Andrew J. Rogers

27 **DEFENDANT**

28 Dated: September 14, 2022


Stephen Harrison, Attorney/Development
Executive
InterMountain Management, LLC

1 Settlement Agreement, and that this Settlement Agreement has been executed with the
2 consent and advice of counsel, and reviewed in full.

3 51. Cooperation and Execution of Necessary Documents. All Parties will
4 cooperate in good faith and execute all documents to the extent reasonably necessary to
5 effectuate the terms of this Settlement Agreement.

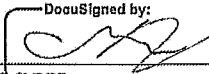
6 52. Binding Agreement. The Parties warrant that they understand and have full
7 authority to enter into this Settlement, and further intend that this Settlement Agreement
8 will be fully enforceable and binding on all parties, and agree that it will be admissible and
9 subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
10 confidentiality provisions that otherwise might apply under federal or state law.

11 53. Denial of Liability. The Parties expressly recognize that the making of this
12 agreement does not in any way constitute an admission or concession of wrongdoing on
13 the part of Defendant or Released Parties. Nothing in this Settlement, nor any action taken
14 in implementation thereof, nor any statements, discussions or communications, nor any
15 materials prepared, exchanged, issued or used during the pendency of the Action, is
16 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used
17 or be admissible in any way in any other judicial, arbitral, administrative, investigative or
18 other forum or proceeding, as evidence of any violation of any federal, state, or local law,
19 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
20 equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in
21 the Court that has as its purpose the interpretation, implementation, or enforcement of the
22 Settlement or any orders or judgments of the Court entered into in connection therewith.

23 **READ CAREFULLY BEFORE SIGNING**

24 **PLAINTIFF**

25 AR
26 Dated: September ____, 2022

DocuSigned by:

Andrew J. Rogers ID: 1FD2520D142A...

27 **DEFENDANT**

28 Dated: September ____, 2022

Stephen Harrison, Attorney/Development
Executive
InterMountain Management, LLC

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APPROVED AS TO FORM

Dated: September 14, 2022

MOON & YANG, APC

By:

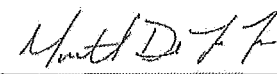


Kane Moon
Lilit Tunyan
Attorneys for Plaintiff Andrew J. Rogers

Dated: September 14, 2022

LIGHTGABLER

By:



Monnett G. De La Torre
Attorneys for Defendant InterMountain
Management, LLC

EXHIBIT 1

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: Andrew J. Rogers, on behalf of the State of California, as a private attorney general, Plaintiff v. InterMountain Management, LLC, Defendant, San Luis Obispo County Superior Court, Case No. 21CV-0515 filed on September 13, 2021 (the "Lawsuit")

[claims admin info]

You have received the enclosed check in connection with the Settlement of the above-referenced Lawsuit brought by a former employee Andrew J. Rogers ("Plaintiff") against InterMountain Management, LLC (hereinafter, "InterMountain") for civil penalties pursuant to the Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA").

Plaintiff claimed he and other non-exempt employees of InterMountain who worked in California any time from September 13, 2020 through August 4, 2022 were subjected to the following claims including, but not limited to: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Business Practices.

InterMountain denies, and continues to deny, all allegations and liability. To avoid further time and expense of protracted and uncertain litigation, InterMountain and Plaintiff have agreed to settle the Lawsuit for civil penalties. The Settlement, approved by the Court on [DATE], resolves the alleged claims brought on behalf of all non-exempt employees of InterMountain who worked in California any time between September 13, 2020 and August 4, 2022 ("PAGA Group").

Pursuant to the Court's Final Order, a payment of \$300,000 was approved in Settlement of this Lawsuit. Upon the date of entry of that Order approving this Settlement, and payment of all funds due under this Settlement, the State of California Labor and Workforce Development Agency ("LWDA") and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims defined as any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698, et seq., based on alleged violations of Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, and the related applicable California Industrial Welfare Commission Wage Order provision for the PAGA Period.

After accounting for Plaintiff's Counsel's attorneys' fees of \$120,000.00 and reimbursement of litigation costs of \$14,583.80, Plaintiff's Service Award of \$5,000, and settlement administration costs of \$5,500, the remaining sum called the "PAGA Payment" will be divided pursuant to California law as follows: \$ [REDACTED] (75%) to the LWDA and \$ [REDACTED] (25%) to all PAGA Group employees to be shared on a proportional basis. The enclosed check represents your share based upon the number of pay periods you worked any time during the period from September 13, 2020, and August 4, 2022 ("PAGA Period").

Regardless of whether you cash or deposit the enclosed check, by way of this Settlement and the corresponding Final Order, for the PAGA Period, each PAGA Group employee shall fully release InterMountain for all claims for civil penalties under PAGA as alleged in the LWDA Letter and Plaintiff's complaint filed in the Lawsuit or

reasonably could have been asserted under Labor Code section 2698 et seq., based upon the facts alleged in the LWDA Letter and Plaintiff's complaint filed in the Lawsuit.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount will be transferred to the LWDA. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact Phoenix Settlement Administrators immediately, toll-free (800) _____ to have it reissued. If you have any questions about your check, please contact the [insert administrator information].

Exhibit C

Activities Export

10/31/2022
12:32 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/13/2022	\$	FedEx ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$31.40	-	\$31.40
08/22/2022	\$	One Legal ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$11.58	-	\$11.58
08/15/2022	\$	Berger Consulting ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$2,875.00	-	\$2,875.00
07/22/2022	\$	One Legal ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$15.29	-	\$15.29
07/22/2022	\$	One Legal ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$36.44	-	\$36.44
02/07/2022	\$	Ace ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$47.50	-	\$47.50
02/03/2022	\$	One Legal ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$14.82	-	\$14.82
11/22/2021	\$	One Legal ● Unbilled	01433-Rogers Rogers v. InterMountain	Seung Yang	1.00	\$14.82	-	\$14.82

Activities Export

10/31/2022
12:32 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Management LLC (Class - C) (ED)					
11/22/2021	\$	One Legal ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$83.27	-	\$83.27
10/15/2021	\$	Ace ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$63.25	-	\$63.25
10/11/2021	\$	Ace ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$116.10	-	\$116.10
10/05/2021	\$	Mediation fee (p) ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$9,000.00	-	\$9,000.00
09/24/2021	\$	Admin fee ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$750.00	-	\$750.00
09/24/2021	\$	Complaint fee ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$1,492.31	-	\$1,492.31
09/24/2021	\$	LWDA ● Unbilled	01433-Rogers Rogers v. InterMountain Management LLC (Class - C) (ED)	Seung Yang	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$14,626.78 0.00h

Exhibit D



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	850
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	850
Subtotal Admin Only	\$5,500.00

Not-to-Exceed Total \$5,500.00

For 850 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

August 19, 2022

Case: Rogers v. InterMountain Management PAGA Administration wLanguage

Phoenix Contact: Jarrod Salinas

Contact Number: 800-523-5773

Email: Jarrod@phoenixclassaction.com

Requesting Attorney: Lilit Ter-Astvatsatryan, Esq.

Firm: MOON & YANG, APC

Contact Number: 213-553-8838

Email: lilit@moonyanglaw.com

Assumptions and Estimate are based on Information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 850 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup // Toll Free Setup & Call Center // NCOA (USPS)			
Administrative Tasks	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$35.80	1	\$35.80
Call Center & Long Distance	\$2.00	85	\$170.00
NCOA (USPS)	\$85.00	1	\$85.00
Language Translation	\$200.00	1	\$200.00
Total			\$890.80

* Up to 120 days after disbursement

Data Merger & Scrub // Notice Packet, Check & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	850	\$212.50
Notice and Check Packet	\$1.00	850	\$850.00
Estimated Postage (up to 1 oz.)*	\$0.58	850	\$493.00
Total			\$1,755.50

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Mailing Notice Packets // Tracking & Programming Undeliverables			
Project/Action:	Rate	Hours/Units	Line/Item Estimate
Case Associate	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$1.50	128	\$191.25
Remail Notice Packets	\$1.50	128	\$191.25
Estimated Postage	\$0.58	128	\$73.95
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$606.45

Database Programming			
Project/Action:	Rate	Hours/Units	Line/Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Case Manager	\$75.00	2	\$150.00
Total			\$350.00

Calculation & Disbursement Programming// Create & Manage QSF// Mail Checks			
Project/Action:	Rate	Hours/Units	Line/Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Total			\$695.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation // Re-Issuance of Checks // Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$1.50	162	\$242.25
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$350.00	1	\$350.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$150.00	1	\$150.00
Estimated <u>7</u> Total Class Members			
Total			\$1,202.25

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$5,500.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: 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 data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, Issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
7 Los Angeles, California 90017. On October 31, 2022, I served the foregoing document described
8 as:

9 **STIPULATION OF SETTLEMENT AND [PROPOSED] ORDER APPROVING**
10 **SETTLEMENT OF PLAINTIFF'S CLAIMS FOR CIVIL PENALTIES UNDER PAGA**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 Jonathan Fraser Light
14 Chandra Beaton
15 **Light Gabler**
16 760 Paseo Camarillo, Suite 300
17 Camarillo, CA 93010
18 Tel.: 805-248-7948
19 Fax: 805-248-7948
20 jlight@lightgablerlaw.com
21 cbeaton@lightgablerlaw.com

22 *Attorneys for Defendants INTERMOUNTAIN MANAGEMENT, LLC*

23 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope
24 was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of
25 collection and processing correspondence for mailing. Under that practice it would be deposited
26 with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles,
27 California in the ordinary course of business. I am aware that on motion of the party served,
28 service is presumed invalid if postal cancellation date or postage meter date is more than one day
after date of deposit for mailing in affidavit.

29 X (State) I declare under penalty of perjury under the laws of the State of
30 California that the above is true and correct.

31 Executed on October 31, 2022, at Los Angeles, California.

32 Ivette Hernandez
33 Name

34 
35 Signature