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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

LEYLA SHAMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

REVATURE LLC, a Virginia corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV394270

**DECLARATION OF MAX W. GAVRON IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: June 4, 2025

Time: 1:30 p.m.

Dept.: 19

Action Filed: February 14, 2022

Trial Date: None Set

1 for the costs incurred for these work-related tasks.

2 6. In addition, the complaint alleged that employees were required to sign a contract
3 that unlawfully restrained them from engaging in a lawful profession and/or trade in violation of
4 Business and Professions Code sections 16600 and 16600.5.

5 7. Finally, the complaint alleged that Defendant had a policy of paying wages to
6 employees after the seventh day following the close of the payroll period, in violation of Labor
7 Code section 204.

8 8. On March 21, 2022, Defendant removed the action to federal court.

9 9. Defendant subsequently filed a motion to compel arbitration of Plaintiff's
10 individual claims and dismiss or stay the action, pursuant to a signed arbitration agreement
11 containing a class action waiver. The Court granted Defendant's motion to compel arbitration on
12 August 17, 2022, and subsequently issued a stay of action as to the remaining non-individual
13 PAGA claims, pending resolution of the arbitration. Accordingly, all that remained in the
14 lawsuit were Plaintiff's non-individual claims predicated on violation of the PAGA.

15 10. On September 30, 2022, Plaintiff filed a demand for arbitration of her individual
16 claims against Defendant before the American Arbitration Association ("AAA").

17 **DISCOVERY AND SETTLEMENT NEGOTIATIONS**

18 11. Following the removal to federal court and resolution of Plaintiff's arbitration
19 proceeding, the Parties continued engaging in discovery. This included the exchange of initial
20 disclosures in the federal action, as well as written discovery propounded by Plaintiff, including
21 requests for production of documents, requests for admissions, and interrogatories. Defendant
22 provided written responses and documents for Plaintiff's review.

23 12. The Parties later agreed to redirect their efforts towards resolution of the action. In
24 connection with the Parties' negotiations, Defendant produced relevant pay records, and other
25 data relating to the size and scope of the group of aggrieved employees, as well as information
26 permitting Plaintiff to fully understand the nature and scope of the allegations. Based on the
27 information provided by Defendant, Plaintiff's counsel conducted a full penalties analysis as to
28 the value of the PAGA claims.

1 13. **The Alleged 2802 Violation.** Plaintiff alleges that Defendant required employees
2 to pay for its training program upon separation of employment and failed to reimburse
3 employees for expenses incurred while undergoing training, such as the costs of using personal
4 computers and internet. Plaintiff also alleges that employees were required to use their personal
5 cell phones for work purposes, but were not reimbursed. *See id.* Defendant argued that any
6 choice by employees to use personal devices to conduct work activities was purely a personal
7 decision, and thus not a “reasonable and necessary” expense subject to reimbursement.

8 14. **The Alleged Labor Code Section 204 Claims.** Plaintiff alleges that Defendant
9 had a policy of paying wages to employees after the seventh day following the close of the
10 payroll period, in violation of Labor Code section 204. Although Defendant disputes that its
11 policy was ever unlawful, Defendant revised its policies to pay employees within 7 days of the
12 close of the payroll period, effective April 2023. *See id.* Defendant produced exemplary wage
13 statements for Plaintiff’s review to confirm this change. *See id.* Defendant has denied violation
14 of any applicable laws and liability for any claims asserted in the action. Specifically, Defendant
15 argued that it complied with the law by timely paying employees all wages due and owing.
16 Moreover, Defendant argued that even if the Court ultimately found its employment practices
17 violative of the Labor Code, the Court has discretion under PAGA to reduce the maximum
18 allowable PAGA penalties at its discretion. *Id.* Defendant may have sought summary judgment
19 on this issue or proceeded to trial. Should Defendant have prevailed, the State of California and
20 Aggrieved Employees would have been left with zero recovery. Even if Plaintiff prevailed at
21 trial, Defendant could have appealed, which would have continued litigation in this action for
22 several years, thus depriving the State and Aggrieved Employees of any recovery for the
23 foreseeable future.

24 15. On February 6, 2024, the Parties engaged in mediation with experienced neutral
25 Michael J. Loeb, Esq., to resolve Plaintiff’s individual claims in arbitration. After thorough arm’s
26 length negotiations, the Parties entered into an agreement to settle Plaintiff’s arbitration claims in
27 their entirety.

28 16. On May 17, 2024, the federal court issued an order remanding the action to the

1 Santa Clara County Superior Court.

2 17. On August 14, 2024, the Parties conducted a second mediation with Mr. Loeb to
3 discuss Plaintiff's non-individual PAGA claims against Defendant. The Parties conducted
4 settlement negotiations at arm's length in an adversarial position. As part of these negotiations,
5 the Parties extensively discussed all aspects of the case, including the risks and delays of further
6 litigation, the risks to the Parties of proceeding with trial, and the possibility of appeals, among
7 other things. While the Parties did not reach an agreement at its conclusion, settlement
8 discussions facilitated by Mr. Loeb continued in the months following mediation, and the Parties
9 subsequently agreed to settle the action pursuant to the terms of the PAGA Settlement
10 Agreement (the "Settlement Agreement"). A true and correct copy of the Settlement Agreement
11 is attached herewith as **Exhibit A**.

12 **MONETARY TERMS OF THE SETTLEMENT**

13 18. The current action is being settled on behalf of the following employees: any
14 current or former non-exempt, hourly service worker who was employed by Defendant at
15 Revature LLC, in the State of California during the PAGA Period ("Aggrieved Employees"). *See*
16 Settlement Agreement ("SA") ¶ 1.4.

17 19. The PAGA Period is the period from November 22, 2020, through April 30, 2023.
18 *See id.* ¶ 1.20.

19 20. The Settlement Agreement requires Defendant to pay the gross amount of Two
20 Hundred Eighty-Thousand Dollars (\$285,000.00) (the "Gross Settlement Amount"). *See* SA ¶
21 3.1. Based on this amount, Defendant will pay approximately \$30.00 per pay period to resolve
22 the claims in this case.

23 21. The Gross Settlement Amount was calculated with, and is premised on,
24 Defendant's representation that there are approximately 950 Aggrieved Employees who worked
25 an approximate maximum of 9,500 pay periods during the PAGA Period. *See id.* ¶¶ 3.2. In the
26 event the number of pay periods at issue exceeds 9,500 by more than ten percent (or 10,450),
27 Defendant will either proportionally increase the Gross Settlement Amount for every percentage
28 above 10% (*i.e.*, a twelve percent increase in pay periods, would result in a two percent increase

in the Gross Settlement Amount) or shorten the release period so that the total number of pay periods at issue do not exceed 10,450. *See id.*

22. As part of the Settlement, Defendant does not object to Plaintiff's counsel's request for attorneys' fees of approximately one-third of the Gross Settlement Amount, *i.e.*, Ninety-Five Thousand Dollars (\$95,000.00) ("PAGA Counsel Fees Payment"), and reimbursement for litigation costs in an amount up to Thirty Thousand Dollars (\$30,000.00) ("PAGA Counsel Litigation Expenses Payment"), subject to the Court finally approving this Settlement. *See* SA ¶ 3.2.2. Plaintiff's counsel requests reimbursement of \$21,655.53 for litigation-related expenses. Any portion of the requested attorneys' fees and/or costs not approved by the Court shall be added to the PAGA Penalties.

23. Defendant also does not object to Plaintiff's request for a service payment of Ten Thousand Dollars (\$10,000.00) in recognition of the work Plaintiff has done on behalf of the State of California and the Aggrieved Employees. *See* SA ¶ 3.2.1. Any portion of the requested service payment not approved by the Court shall be added to the PAGA Penalties.

24. The Settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. *See* SA ¶ 3.2.3. The Parties have agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the administration costs estimated to be Nine Thousand Five Hundred Dollars (\$9,500.00). *See id.* ¶¶ 3.2.3, 7.1. I believe this to be a reasonable estimate for the cost of this settlement administration given my experience handling these types of cases.

25. The balance of the Gross Settlement Amount remaining after deduction of the approved attorneys' fees (\$95,000.00) and estimated litigation costs (\$30,000), settlement administration fees (\$9,500.00), and Plaintiff's service payment (\$10,000.00) is the PAGA Penalties amount. *See* SA ¶¶ 1.23, 3.3, 3.2.1-3.2.4. I estimate that the PAGA Penalties total at minimum \$140,500.00. Seventy-five percent (75%) of the PAGA Penalties, or approximately \$105,375.00, will be paid to the LWDA ("LWDA PAGA Payment"). *See* SA ¶¶ 1.23, 3.2.4. The remaining twenty-five percent (25%), or approximately \$35,125.00, will be distributed to the Aggrieved Employees ("Net Settlement Amount"). *See id.* This amount will actually increase

1 based on the reduced costs requested as opposed to those allocated by the settlement agreement.

2 26. Based on the number of Aggrieved Employees, each individual will be entitled to
3 recover, on average, up to \$36.97 each. However, the amount that any particular Aggrieved
4 Employee will be entitled to recover will be greater or lower than this average depending on the
5 number of pay periods in which the individual was employed as a non-exempt employee by
6 Defendant during the PAGA Period. *See* SA ¶ 1.12. This is fair, as it directly allocates greater
7 penalties to Aggrieved Employees who have allegedly suffered greater harm.

8 27. Any uncashed checks will be paid out pursuant to California Code of Civil
9 Procedure section 384 to the *cy pres* recipient, the Justice Gap Fund. *See* SA ¶ 4.3.3. The Justice
10 Gap Fund provides funding for legal aid organizations across the state providing free civil legal
11 services to low-income residents.

12 28. I do not have a relationship, financial or otherwise, with the *cy pres* recipient.

13 29. In exchange for the monetary benefits of the settlement, Plaintiff and the State of
14 California will provide the following release:

15 Upon the Effective Date, the Labor & Workforce Development
16 Agency, by and through Plaintiff as agents and proxies of the Labor
17 & Workforce Development Agency, shall be deemed to have fully
18 and finally released and discharged the Released Parties of all PAGA
19 claims that have been pled or could have reasonably been pled on
20 Plaintiff's behalf based on the factual allegations contained in the
21 PAGA letter sent by Plaintiff and including, but not limited to, civil
22 penalties pursuant to PAGA for or related to alleged violations of
23 Labor Code sections Labor Code sections 204, 210, and 2802,
24 injunctive relief as it relates to the claims listed above, declaratory
25 relief as it relates to the claims listed above, liquidated damages,
26 penalties recoverable pursuant to the claims listed above, interest,
27 fees, costs throughout the PAGA Period ("Released PAGA
28 Claims"). **The Labor & Workforce Development Agency may not pursue the same PAGA claims in any representative capacity (including by and through alleged aggrieved employees) that are being released herein in another action.** ("Released PAGA Claims").

SA ¶ 5.2. These claims are defined as the Released PAGA Claims. *Id.*

30. The Parties recognize the risk, expense, and delay in continuing litigation with the

1 PAGA claims, and believe the settlement to be fair, reasonable, and adequate.

2 31. Each side has apprised the other of their respective factual contentions, legal
3 theories, and defenses, resulting in negotiations taking place between the Parties.

4 **POTENTIAL PENALTIES**

5 32. Due to the discretionary nature of PAGA penalties, PAGA civil penalties are
6 difficult to evaluate. Defendant has indicated that are a maximum of approximately 9,500 pay
7 periods during the period of November 22, 2020, through April 30, 2023. Assuming that Plaintiff
8 was to prevail on the merits, applying the standard penalty of \$100 per pay period yields
9 approximately \$950,000 in potential liability.

10 33. In the alternative, if the Court were to “stack” penalties, (*i.e.*, award multiple
11 PAGA penalties for different Labor Code violations in the same pay period), the potential PAGA
12 penalties could total as high as approximately \$1.9 million.

13 34. However, in light of Defendant’s articulated defenses to liability, I believe that is
14 unrealistic to assume that the Court would permit the “stacking” of PAGA penalties in this
15 manner, especially where there has been no prior citation or violation noted by the LWDA.

16 35. The above penalty calculations further assume that Plaintiff will prevail on the
17 merits. Plaintiff would be required at trial to prove each aggrieved employee experienced a
18 violation(s) of the Labor Code during every pay period in the PAGA Period. Furthermore, the
19 penalty calculation also assumes that the Court would award full PAGA penalties for each pay
20 period during the PAGA Period. However, the PAGA penalties are subject to reduction.

21 36. In negotiating the amount of the settlement, I took into account the strengths and
22 weaknesses of each alleged violation and the inherent uncertainty in the potential recovery in a
23 PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties
24 where “if, based on the facts and circumstances of the particular case, to do otherwise, would
25 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” *See* Cal. Labor Code
26 section 2699(e)(2). Assuming that Plaintiff prevailed on liability, under the facts of this case, I
27 appreciate the substantial risk that Defendant could present a persuasive argument to reduce the
28 amount of PAGA penalties at trial.

1 37. In this case, Defendant asserted that a substantial reduction in potential PAGA
2 penalties was warranted because: (1) even assuming that Plaintiff could establish the predicate
3 violations, the alleged violations were minor, if at all; and (2) Aggrieved Employees did not
4 suffer substantial economic harm as a result of the alleged violations of Labor Code. Thus,
5 Defendant contends that no PAGA penalties were needed to punish or deter Defendant for its
6 payroll policies, much less to deter it from committing any future violations that were completely
7 foreclosed by its new payroll practices.

8 38. I am also aware that Courts routinely award far less than the statutory maximum
9 amount of civil penalties, even where an underlying violation of the Labor Code is found. As
10 shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff
11 prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty
12 amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal.
13 App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such a reduction to be
14 proper. *Id.* at 539; *see O'Connor v. Uber Technologies, Inc.*, 201 F. Supp. 3d 1110, 1133 (N.D.
15 Cal. 2016).

16 39. Assuming that the Court uses *Carrington* as a benchmark and assesses PAGA
17 penalties of approximately 10% of the total maximum, a more realistic estimate of the maximum
18 PAGA penalties at issue—even with “stacking”—is \$190,000 (\$1,900,000 x .1).

19 40. Under the circumstances of this case, the payment of \$285,000 as a gross
20 settlement amount is fair, adequate, and reasonable. This payment in exchange for a release of
21 only those claims for civil penalties that are pleaded in the action or that could have been pleaded
22 based on the facts alleged in the PAGA letter will have a substantial deterrent effect on
23 Defendant and other California employers and will confer benefits on the Aggrieved Employees,
24 who will each receive a portion of the settlement, and the LWDA. This is between approximately
25 15%-30% of the calculated maximum exposure and a significantly higher percentage if the Court
26 were to reduce the PAGA penalties, as done in *Carrington*. While Labor Code section 210
27 provides for the possibility of an award of 25% of the wages unlawfully withheld, it is still
28 subject to the Court's discretion to reduce penalties under the PAGA and the considerations

1 addressed above. Section 210(c) also provides that “An employee is only entitled to either
2 recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth
3 in subdivision (a) of Section 2699, but not both, for the same violation.” Accordingly, the
4 analysis of Defendant’s potential exposure and the reasonableness of the settlement demonstrates
5 that the settlement is fair, reasonable, and consistent with PAGA’s policies and purposes under
6 these circumstances.

7 41. Based on the potential exposure discussed above, the PAGA penalties total
8 approximately \$950,000 if the Court were not to stack penalties. As such, PAGA Counsel
9 estimates that the settlement value is approximately 30% of the maximum exposure, or 15% if
10 the Court were to stack penalties.

11 42. From the inception of the case, PAGA Counsel have zealously represented the
12 interests of the Aggrieved Employees. PAGA Counsel have engaged in written discovery and
13 meet and confer discussions with opposing counsel to obtain informal data and to discuss the
14 merits of the claims on behalf of the Aggrieved Employees. The settlement was obtained for the
15 benefit of the Aggrieved Employees, as opposed to the individual Plaintiff.

16 43. Further, PAGA Counsel have significant experience in the area of employment
17 and wage and hour class and representative actions. PAGA Counsel’s practice focuses on
18 representing employees in employment matters, particularly wage and hour cases on a
19 contingency basis.

20 **ATTORNEY EXPERIENCE**

21 44. My qualifications are as follows: I received a full-tuition scholarship, and
22 graduated from Southwestern Law School in 2013, *magna cum laude*. I was in the top 5% of my
23 class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern
24 Law Review. I also received awards for achieving the highest grade in my class in several
25 courses. In 2012, I was a full-time extern, at the United States District Court for the Central
26 District. Immediately after law school, I taught several courses at Southwestern, including
27 Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four
28 years.

1 45. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately
2 September 2013, through January 2016. I was third chair in a federal court jury trial that resulted
3 in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.

4 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

5 46. From February 2016, through Fall 2017, I practiced at the international law firm
6 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
7 companies in Multi-District Litigation primarily in the product liability sphere. I also
8 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
9 judgment decision regarding trade secret issues, in addition to working in several other practice
10 groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th
11 Cir. 2018).

12 47. From September 2017, through September 2018, I served as a law clerk to a
13 Judge sitting on the United States District Court, Central District of California. I regularly
14 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
15 working on wage and hour class actions.

16 48. I am currently an attorney at the law firm Diversity Law Group, P.C., an
17 employment law firm that has handled numerous wage and hour class and individual actions, on
18 both plaintiff and defense sides. My current practice focuses on employment matters involving
19 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
20 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
21 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
22 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,
23 including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-
24 001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No.
25 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson*
26 *Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); *Wood v.*
27 *Reeve Trucking Co., Inc.* (Case No. STK-CV-UOE-2018-0004414, San Joaquin County Superior
28 Court); *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey County Superior

1 Court), and *Tice v. Trader Joe's Company* (Case No. 20CV00892, Santa Barbara County
2 Superior Court), *Hyde v. Prime Now LLC*, Alameda County Superior Court Case No.
3 RG20068286, among others.

4 49. I have been certified as class counsel in a number of cases, including *Smith v.*
5 *Gold Country Health Center, Inc.* (Case No. PC20180491, El Dorado County Superior Court)
6 and *Pantoja v. RAMCO Enterprises, L.P.* (Case No. M126835, Monterey County Superior
7 Court). I have also assisted in numerous wage and hour class action mediations.

8 50. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of
9 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,
10 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
11 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019). The related case
12 decision was *Chavez v. Converse, Inc.*, 772 Fed. Appx. 571 (June 28, 2019).

13 51. To date, I have incurred approximately 111.1 hours in connection with the
14 litigation of this lawsuit. Attached hereto as **Exhibit B** is a summary of the hours I have incurred
15 to date.

16 52. The total lodestar for my hours will be approximately \$77,770.00 based on an
17 hourly rate of \$700.00 per hour 111.1 hours. In 2025, I increased my hourly rate to \$700. I have
18 been approved at this rate in *Abernathy v. Deacon Construction, LLC*, Santa Clara County
19 Superior Court Case No. 20CV367327 (February 10, 2025), and *Middlebrooks v. Fleetpride,*
20 *Inc.*, Shasta County Superior Court, Case No. 23CV-0202247 (March 24, 2025). Since January
21 2024, I was approved at this rate in *Jaramillo v. USS-UPI, LLC*, Contra Costa County Case No.
22 C22-00641 (April 24, 2024). Prior to that, I have been approved at \$600.00 per hour in *Weybrew*
23 *v. BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In*
24 *re See's Candies Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), *Pevey v.*
25 *Lumber City Corp*, San Bernardino County Superior Court Case No. CIVDS2010240 (May 2,
26 2022), *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior Court Case No.
27 19CV001178, and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case
28 No. 21STCV26226 (December 1, 2022), *Hyde v. Prime Now LLC*, Alameda County Superior

1 Court Case No. RG20068286 (August 11, 2023), among others. Prior to that throughout 2020
2 and 2021, I was approved at an hourly rate of at \$550.00 per hour in *James v RADC Enterprises,*
3 *Inc.*, San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020),
4 *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169
5 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior
6 Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda
7 County Superior Court Case No. RG19029640 (March 2, 2021), *Martin v. Streetplus Company,*
8 *LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue*
9 *Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05.858 (August 4,
10 2021).

11 53. Based on the hours and applicable rates of myself and my co-counsel, Larry Lee,
12 and William Marder, the lodestar amount through the finalization of this settlement – without a
13 multiplier – will be approximately \$125,920.00 which results in a negative multiplier of 0.75.

14 **COSTS**

15 54. To date, my firm will have incurred costs in the amount of \$21,655.53 throughout
16 the litigation of this matter. These costs were directly incurred in the prosecution of this action,
17 including, but not limited to, mediation costs, filing fees, postage, and copying. Attached hereto
18 as **Exhibit C** is a true and correct copy of the firm's cost report.

19 **NOTICE TO THE LWDA AND AGGRIEVED EMPLOYEES**

20 55. In conjunction with filing this Motion, my office uploaded the instant motion,
21 Settlement Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit**
22 **D** is a true and correct copy of the LWDA confirmation.

23 56. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of
24 proposed notice to accompany the settlement checks to the Aggrieved Employees. The
25 Settlement Administrator will distribute this notice to the Aggrieved Employees with their
26 settlement checks.

27 57. I obtained a bid from Phoenix Settlement Administrators for \$9,500 to distribute
28 the settlement, which I believe is reasonable given the scope of the settlement and my experience

1 in handling PAGA settlements.

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

4 Executed on this 12th day of May 2025, at Los Angeles, California.

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7 Max W. Gavron
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EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Leyla Shams (“Plaintiff”) and Defendant Revature LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Leyla Shams v. Revature LLC*, initiated on February 14, 2022, and pending in the Superior Court of the State of California, County of Santa Clara, case no. 22CV394270.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 the Settlement.
- 1.4. “Aggrieved Employee” means any current or former non-exempt, hourly service worker who was employed by Defendant at Revature LLC, in the State of California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s 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 Santa Clara.
- 1.8. “Defendant” means named Defendant Revature LLC.
- 1.9. “Defense Counsel” means Shannon B. Nakabayashi and Julianna Bramwell.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the Judgment is final. The Judgment is final 65 days after the day the Court enters Judgment and Notice of Entry of the Judgment is filed.
- 1.11. “Gross Settlement Amount” means TWO HUNDRED AND EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$285,000.00) which is the total amount Defendant agrees to pay under the Settlement, subject to the escalator provision in

- Paragraph 3.2. 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, PAGA Representative Service Payment, and the Administration Expenses Payment.
- 1.12. “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.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Order Granting Approval of the PAGA Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Larry Lee, Max Gavron, Kristen Agnew, and Mai Tulyathan of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group, the attorneys representing Plaintiff in the Action.
- 1.18. “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.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee has met the definition of an Aggrieved Employee for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from November 22, 2020, through April 30, 2023.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s November 22, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, estimated to be allocated 25% (\$35,125.00) to the Aggrieved Employees and the 75% (\$105,375.00) to the LWDA in settlement of the PAGA claims.

- 1.24. “PAGA Representative” or “Plaintiff” means Leyla Shams, the named Plaintiff in the Action.
- 1.25. “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action of up to Ten Thousand Dollars (\$10,000), which is subject to Court approval.
- 1.26. “Approval Order” means the proposed Order Granting Approval of the PAGA Settlement.
- 1.27. “Released PAGA Claims” means the claims being released by Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.
- 1.28. “Released Parties” means: Defendant and all of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.2. On February 14, 2022, Plaintiff commenced this Action by filing a Complaint alleging PAGA causes of action seeking civil penalties on an individual basis and on a representative basis on behalf of similarly situated aggrieved employees for alleged violations of Labor Code sections 204, 210, and 2802. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.
- 2.3. On February 6, 2024, Plaintiff and Defendant, by and through the PAGA Counsel and Defense Counsel, respectively, participated in a mediation presided over by Michael J. Loeb; however, the Parties were unable to settle the Plaintiff’s PAGA claims at that time.
- 2.4. On December 4, 2024, Plaintiff and Defendant, by and through the PAGA Counsel and Defense Counsel, respectively, participated in a second mediation presided over by Michael J. Loeb which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, relevant pay records, and other information relating to the size and scope of the group of Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay TWO HUNDRED AND EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$285,000.00) and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Operative Complaint. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. 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 Defendant.

3.2. Escalation Provision. The Gross Settlement Amount was arrived at by virtue of Defendant's representation that there are no more than 9,500 PAGA Pay Periods that are the subject of this Settlement. To the extent that the number of PAGA Pay Periods exceeds 9,500 by more than 10%, i.e. that there are more than 10,450 PAGA Pay Periods, Defendant agrees to increase the Gross Settlement Amount proportionally for every percentage above 10%. At Defendant's option, Defendant may instead shorten the release period so that the total number of PAGA Pay Periods is less than 10, 450 Pay Periods.

3.3. 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 Approval Order:

3.2.1. To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), in addition to any PAGA Payment the PAGA Representative is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for PAGA Representative Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any PAGA Representative Service Payment. If the Court approves the PAGA Representative Service Payment for less than the amounts requested, the Administrator will distribute the remainder as PAGA Penalties. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on his PAGA Representative Service Payment.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment and a PAGA Counsel Litigation Expense Payment of no more NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00) or 1/3 of the Gross Settlement Amount as compensation for attorney's fees and up to THIRTY THOUSAND (\$30,000.00) as costs, subject to proof and approval by the Court. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA

Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. 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 distribute the remainder as PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of 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 Defendant harmless from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00) 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 \$_____, the Administrator will retain the remainder as PAGA Penalties.

3.2.4. To the LWDA and Aggrieved Employees: Estimated PAGA Penalties in the amount of _One Hundred and Forty Thousand Five Hundred Dollars (\$140,500.00) to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments. All PAGA Penalty payments to the Aggrieved Employees are deemed penalties and interest for which a form 1099 shall issue.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (approximately \$35,125.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 15 days after the Court issues the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a secure Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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 who need access to the Aggrieved Employee Data to effect and perform

under this Agreement, except that relevant information can be provided PAGA Counsel if necessary for PAGA Counsel to respond to inquiries or requests from Aggrieved Employees with the approval of Defendant. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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: Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

4.3. Payments from the Gross Settlement Amount: Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or wire payment for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment.

4.3.1. The Administrator will issue checks along with a letter attached to the Agreement as Exhibit A 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 Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, within 15 days, the Administrator shall transmit the funds represented by such checks to the Justice Gap Fund thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the *cy pres* beneficiary shall be addressed by the Administrator and included as part of the bid provided.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1. **Plaintiff's Release:** Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations of Labor Code sections 204, 210, and 2802, injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period ("Released PAGA Claims"). This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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 the LWDA:** Upon the Effective Date, the Labor & Workforce Development Agency, by and through Plaintiff as agents and proxies of the Labor & Workforce Development Agency, shall be deemed to have fully and finally released and discharged the Released Parties of all PAGA claims that have been pled or could have reasonably been pled on Plaintiff's behalf based on the factual allegations contained in the PAGA letter sent by Plaintiff and including, but not limited to, civil penalties pursuant to PAGA

for or related to alleged violations of Labor Code sections Labor Code sections 204, 210, and 2802, injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above, interest, fees, costs throughout the PAGA Period (“Released PAGA Claims”). **The Labor & Workforce Development Agency may not pursue the same PAGA claims in any representative capacity (including by and through alleged aggrieved employees) that are being released herein in another action.** (“Released PAGA Claims”).

6. MOTION FOR APPROVAL OF SETTLEMENT. PAGA Counsel will prepare and file a motion for approval of this Settlement.

6.1. PAGA Counsel shall provide notice to the LWDA of this Settlement and the Motion for Approval submitted with the Court so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.

6.2. **Responsibilities of PAGA Counsel:** PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel’s 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) a fully executed copy of this Agreement. PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Approval Order to the Administrator.

6.3. **Duty to Cooperate:** PAGA Counsel agrees to provide a copy of the Motion for Approval of PAGA Settlement to Defendant’s Counsel a reasonable period prior to filing the Motion. If the Court does not grant approval or conditions 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.

7. SETTLEMENT ADMINISTRATION.

7.1. **Selection of Administrator:** The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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.

7.2. 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.

7.3. 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. The Administrator will establish a toll-free number for Aggrieved Employees with any questions regarding the Agreement together with such other tasks as the Parties may mutually agree or the Court may order the Administrator to perform.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, pursuant to Code of Civil Procedure § 664.6, 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.

9. ADDITIONAL PROVISIONS.

10.1. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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 grant Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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).

10.2. 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.

10.3. Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

- 10.4. **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.
- 10.5. **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.
- 10.6. **No Tax Advice**: Neither Plaintiff, PAGA Counsel, Defendant 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.
- 10.7. **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.
- 10.8. **Agreement Binding on Successors**: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. **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.
- 10.10. **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.
- 10.11. **Confidentiality**: To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. **Use and Return of Aggrieved Employee Data**: Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant 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 all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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 or California state legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice: All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

10.16. 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.

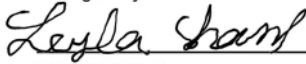
10.17. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

10.18. Enforcement: Should any Party be required to enforce the terms of this Agreement, the prevailing party shall be entitled to move for reasonable attorney's fees and costs.

PLAINTIFF AGREES THAT SHE FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT.

Dated: 2/21/2025, 2025

Leyla Shams

DocuSigned by:

4B3D10776764CC...

Dated: 3/3/, 2025

Revature, LLC



By: Tan Moorthy

Title: CEO

Approved as to form and content:

Dated: February 24, 2025

DIVERSITY LAW GROUP



Max Gavron, Esq.
Attorney for Plaintiff Leyla Shams, on
behalf of Aggrieved Employees and the
State of California

Dated: March 4, 2025

JACKSON LEWIS P.C.



Shannon B. Nakabayashi, Esq.
Julianna Bramwell, Esq.
Attorneys for Defendant
Revature, LLC

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Leyla Shams v. Revature LLC*, Superior Court of California, County of Santa Clara, Case No. 22CV39270

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Leyla Shams v. Revature LLC*, Superior Court of California, County of Santa Clara, Case No. 22CV39270 (“Action”).

The lawsuit was filed on February 14, 2022, by Leyla Shams (“Plaintiff”) against Revature LLC (“Defendant”), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for alleged violation of California Labor Code sections 204, 210, and 2802. Plaintiff alleged that Defendant failed to timely pay wages and reimburse employees, pursuant to California Law.

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

A settlement was reached between Plaintiff and Defendant.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to current or former non-exempt, hourly service worker who was employed by Defendant at Revature LLC, in the State of California during the PAGA Period (“Aggrieved Employees”). The period of November 22, 2020, until April 30, 2023 is the “PAGA Period.”

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

Under the settlement, as of <<Date>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant and all of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns.

“Released PAGA Claims” means all PAGA claims that have been pled or could have reasonably been pled on Plaintiff’s behalf based on the factual allegations contained in the PAGA letter sent by Plaintiff and including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations of Labor Code sections Labor Code sections 204, 210, and 2802, injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above, interest, fees, costs throughout the PAGA Period.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the *cy pres* beneficiary: Justice Gap Fund.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

EXHIBIT B

Shams v. Revature LLC
Max W. Gavron Time and Task Chart

Hours	Description of Work
8.4	Initial research and review of background facts in preparation for filing of claims; draft PAGA letter; confer with co-counsel re theories of liability and conduct research re same; analysis and research re defendant
1.2	Draft and revise complaint; confer with co-counsel re same.
.9	Analysis, research, and strategy re assignment to Judge and evaluation re initial court notices.
4.6	Analyze and review removal paperwork; determine whether to move to remand; conduct legal research re same, including viability of motion for remand.
5.4	Draft and revise initial disclosures; review and analyze defendant's initial disclosures; draft and revise 26(f) report; meet and confer with defendant re same.
15.4	Analyze and review motion to compel arbitration and supporting documents; conduct legal research re same; confer with co-counsel and client re same.
7.8	Draft and revise opposition to motion to compel arbitration, including analysis of recent case law; confer with co-counsel re same.
6.5	Analyze and review defendant's reply ISO motion to compel arbitration; analyze and review court's order re same; confer with co-counsel re strategy considering court's order.
1.3	Draft and revise demand for arbitration; confer with defense counsel re same; confer with client re same.
5.5	Draft and revise written discovery in arbitration and superior court matter focused on Defendant's wage and hour policies and practices, including reimbursement and timing of payment.
6.8	Analyze and review Defendant's production of documents; conduct research re defendant's training program given documents produced; confer with client re same.
4.5	Confer with defense counsel re mediation and information required for the same; research potential mediators; confer with co-counsel re same.
3.5	Analysis, strategy, and research re information required from defendant to participate in mediation; draft and revise data requests for defense counsel in advance of mediation; confer with co-counsel re the same
9.5	Draft and revise mediation brief; conduct legal research for same; review of case law; analyze and review data provided by Defendants to calculate damages exposure in advance of mediation; confer with co-counsel

Hours	Description of Work
.9	Research re settlements of similar claims to prepare for mediation; confer with co-counsel re same.
6.7	Prepare for, and attend, first mediation; confer with and co-counsel client re same.
9.8	Prepare for, and attend, second mediation; confer with and co-counsel client re same.
6.5	Review and revise settlement agreement; conversations with opposing counsel re same; confer with co-counsel re terms of settlement agreement and make revisions considering same
5.9	Draft and revise motion for approval and supporting documents; confer with co-counsel re the same; conduct legal research re same.
111.1	TOTAL HOURS

EXHIBIT C



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10114
Invoice Date 05/12/2025
Terms Upon Receipt
Due Date 05/12/2025
PO #

Invoice Total: 21655.53
Payment Applied: 0.00
Total Due: 21655.53

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	-0.00	0.00	0.00
Billed Time		0.00	-0.00	0.00	0.00
Expenses		21655.53	-0.00	0.00	21655.53
		\$21,655.53	\$0.00	\$0.00	\$21,655.53

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Shams, Leyla v. Revature LLC	0.00	0.00	21655.53	-0.00	0.00	21655.53
	\$0.00	\$0.00	\$21,655.53	\$0.00	\$0.00	\$21,655.53

Subtotal: \$21,655.53
Discount: -\$0.00
Subtotal after Discount: \$21,655.53
Taxable Subtotal: \$21,655.53
Tax: \$0.00
Total: \$21,655.53
Payment Applied: \$0.00
Total Due: \$21,655.53

Notes



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10114
Invoice Date 05/12/2025
Terms Upon Receipt
Due Date 05/12/2025
PO #

Details - Shams, Leyla v. Revature LLC (19113.001)

Expenses

Category	Date	Expense Code	Description	Amount (\$)
	11/30/2021	Photocopies	PhotocopiesPhotocopies	0.25
	11/30/2021	E108 Postage	PostagePostage	7.33
	02/11/2022	E112 Court fees	Odyssey - ComplaintOdyssey - Complaint	1483.77
	03/02/2022	E112 Court fees	Odyssey - POS of SummonsOdyssey - POS of Summons	5.72
	02/14/2022	Attorney Service	Attorney Service - Complaint Service	129.50
	07/31/2022	Photocopies	PhotocopiesPhotocopies	1.25
	07/31/2022	E108 Postage	PostagePostage	0.53
	09/30/2022	Photocopies	PhotocopiesPhotocopies	2.75
	09/30/2022	E108 Postage	PostagePostage	0.57
	01/17/2024	E121 Arbitrators/mediators	JAMS MediationJAMS Mediation	9500.00
	02/01/2024	E106 Online research	Online DocOnline Doc	15.49
	03/15/2024	E112 Court fees	Odyssey - Notice of Change of Attorney	5.72
	02/02/2024	E107 Delivery services/messenger	Federal ExpressFederal Express	35.55
	09/30/2024	E112 Court fees	Odyssey - Joint ReportOdyssey - Joint Report	6.55



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10114
Invoice Date 05/12/2025
Terms Upon Receipt
Due Date 05/12/2025
PO #

Category	Date	Expense Code	Description	Amount (\$)
	11/14/2024	E121 Arbitrators/mediators	JAMS MediationJAMS Mediation	10200.00
	11/22/2021	E112 Court fees	LWDALWDA	75.00
Postage and delivery	11/26/2024		Federal Express	35.55
Court Fees	05/12/2025		Filing Costs	150.00
Subtotal:				\$21,655.53
Total:				\$21,655.53

EXHIBIT D