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

ROCIO J. MAYA GONZZALEZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL ENGINEERING AND
CONSULTING GROUP, INC, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 21STCV40584

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Kenneth R. Freeman, Department 14

**DECLARATION OF KANE MOON IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion
and Memorandum of Points and Authorities,
(2) the Declaration of Plaintiff, (3) the
Declaration of Lluvia Islas, (4) [Proposed]
Final Approval Order, and (5) [Proposed]
Judgment]*

FINAL APPROVAL HEARING:

Date: December 10, 2024

Time: 11:00 a.m.

Dept.: 14

Action Filed: November 4, 2021

Trial Date: Not set

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1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Rocio J. Maya Gonzzalez (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and, if called to testify, I could and would testify competently to the facts described herein.

CASE BACKGROUND AND PROCEDURAL HISTORY

4. Plaintiff's claim for unpaid wages stems, in part, from Defendant's misclassification of employees as exempt from overtime under the administrative exemption. Additionally, Defendant failed to maintain any meal period and rest period policies. Also, Defendant failed to reimburse Plaintiff and class members for their out-of-pocket business expenses. Furthermore, Plaintiff brings derivative claims against Defendant for wage statement violations, unfair business practices and

1 PAGA.

2 5. Because of Defendant's alleged violations of various provisions of the Labor
3 Code, Plaintiff filed this class and representative action on November 4, 2021 which, in its amended
4 form, alleges that Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay
5 overtime wages, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods,
6 (5) failed to reimburse necessary business expenses, (6) failed to timely pay all wages to
7 terminated employees, (7) failed to furnish accurate wage statements, (8) engaged in unfair business
8 practices, and (9) violated civil penalty provisions recoverable as PAGA penalties pursuant to
9 Labor Code section 2698, *et seq.*

10 6. Defendant denies Plaintiff's allegations and opposes the merits of this case. Defendant
11 maintains that Plaintiff and the putative class members were properly classified and have been paid
12 all wages owed. Defendant argues that it complied with all its meal and rest period obligations, and
13 that Plaintiff and the putative class members were provided with the opportunity to take all meal and
14 rest periods to which they were entitled. Additionally, Defendant claims that Plaintiff and the putative
15 class members have been reimbursed for business-related expenses, have been paid timely wages
16 upon termination of employment, and have been provided with accurate itemized wage statements.
17 Moreover, to the extent that Plaintiff received wage statements that were allegedly inaccurate,
18 Defendant asserts that Plaintiff suffered no actual damage or harm as a result. (*See, e.g., Angeles v.*
19 *U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A
20 plaintiff must adequately plead an injury arising from an employer's failure to provide full and
21 accurate wage statements, and the omission of the required information alone is not sufficient."].)
22 With respect to Plaintiff's claim for waiting time penalties, Defendant alleges that its good-faith
23 belief that it paid all wages precluded the imposition of waiting time penalties since Plaintiff could
24 not prove that Defendant's alleged failure to pay all final wages at the time of separation was
25 "willful." (*See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11-298 GHK
26 (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims that it did not engage in any
27 unfair business practices and denied liability under PAGA. Defendant also maintains that Plaintiff's
28 claims are improper for class treatment.

DISCOVERY AND INVESTIGATION

7. The Parties agreed to mediate the instant action and scheduled mediation with Michael Young, Esq. on September 28, 2022. To facilitate an effective mediation, the Parties agreed on and adhered to a protocol for exchanging documents and information before the mediation. Defendant produced a sample of time and pay records for class members, as well as policy manuals in effect during the statutory period, and additional documents. Defendant also provided information regarding the total number of current and former employees in its informal discovery responses.

8. After reviewing documents regarding Defendant's wage and hour policies and practices, and analyzing Defendant's time and pay records, Class Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Class Counsel reviewed these records and prepared a damage analysis prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Moreover, Class Counsel retained an expert to analyze the records produced. Thus, Plaintiff and her counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the settlement.

SETTLEMENT NEGOTIATIONS

9. On September 28, 2022, the Parties participated in private mediation with Michael Young, Esq., an experienced wage-and-hour class action mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, a settlement was reached by the Parties, the material terms of which are encompassed within the Settlement.

10. In compliance with Labor Code section 2699, subdivision (l)(2), on April 14, 2023, Class Counsel submitted to the LWDA a notice of settlement and a copy of the initially proposed settlement agreement. Following the Court's instructions regarding amendments for preliminary

1 settlement approval, on May 23, 2024, Class Counsel submitted a copy of the amended settlement
2 agreement (Exhibit 1 hereto) to the LWDA. To date, the LWDA has not objected thereto. A true and
3 correct copy of the Proof of Service to the LWDA of the Supplemental Declaration of Kane Moon
4 in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement
5 which included the proposed Settlement as Exhibit 1 is attached hereto as **Exhibit 2**.

6 11. The LWDA was provided an original notice of the alleged Labor Code violations by
7 Class Counsel on November 4, 2021, before Class Counsel pursued the PAGA cause of action. A
8 true and correct copy of Class Counsel's notice is attached hereto as **Exhibit 3**. To date, the LWDA
9 has not indicated any intent to investigate the allegations or intervene in this Action.

10 12. No claim form is required in order to receive a settlement payment. Each Class
11 Member who does not opt-out will be entitled to his or her share of the Net Settlement Amount that
12 is directly proportional to the number of workweeks during which the class member was employed
13 with Defendant during the class period.

14 13. The Settlement includes a Class Representative Enhancement Payment to Plaintiff.
15 Subject to Court approval, Plaintiff shall be paid an enhancement payment not to exceed \$5,000.00.
16 This amount is for Plaintiff's time and effort, and exposure to substantial risk in bringing and
17 presenting the action.

18 14. The Settlement provides that Defendant will not oppose a fee application of not more
19 than one-third (1/3) (\$33,333.33) of the Total Consideration for attorneys' fees, plus out-of-pocket
20 litigation costs not exceeding \$13,000.00. At this time, my firm has incurred \$12,537.12 in costs.
21 Attached hereto as **Exhibit 4** is a true and correct report showing these costs.¹

22 15. Settlement administration costs are not to exceed \$3,000.00. Currently, settlement
23 administration costs are estimated to be \$3,000.00. A true and correct copy of the settlement
24 administration quote I received from Phoenix Class Action Administration Solutions is attached to
25

26
27 ¹ Current litigation expenses total \$12,537.12, which are slightly higher than as reported at
28 the time of the Motion for Preliminary Approval filing (\$12,217.81). This increase in costs is due to
necessary and reasonable expenses, including for filing and service of court documents as are
normally incurred between preliminary and final approval.

1 this declaration as **Exhibit 5.**²

2 **THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

3 16. Class Counsel has conducted a thorough investigation into the facts of this case.
4 Based on the foregoing discovery and their own independent investigation and evaluation, Class
5 Counsel are of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, in light
6 of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the
7 defenses that could be asserted by Defendant both to certification and on the merits, the settlement is
8 in the best interests of the Class.

9 17. Based on my analysis of the time, payroll, and additional records provided by
10 Defendant, Plaintiff's expert's analysis of the time and payroll records provided by Defendant, and
11 information from Plaintiff, I evaluated Defendant's maximum exposure. I took into account the risk
12 of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified.
13 According to the data Defendant provided at the time of mediation,³ there are 56 class members,
14 approximately 5,001 workweeks, 23,505 shifts, and the weighted average hourly rate is \$25 per hour.
15 Based on Defendant's payroll data, there are 24 former employees who fall within the 3-year statute
16 of limitations period for Labor Code § 203 penalties, and 45 employees that fall within the 1-year
17 statute of limitations period for penalties under Labor Code § 226. Additionally, there are 823 pay
18 periods within the 1-year statute of limitations period for PAGA penalties. Accordingly, I calculated
19 Defendant's potential exposure as follows:

20 //

21
22 ² The Administrator's final costs, which includes fees and costs incurred to-date as well as
23 anticipated fees and costs for completion of the settlement administration, has not changed.
(Declaration of Lluvia Islas of Phoenix Settlement Administrators in Support of Motion for Final
24 Approval of Class Action Settlement ["Islas Decl."], ¶ 15, Exh. B.)

25 ³ Following preliminary approval, the Settlement Administrator processed the Class List
26 and determined there are **52** Class Members (51 when accounting for the single opt-out) who
27 cumulatively worked **4,629** weeks; and **43** Eligible Aggrieved Employees who cumulatively
28 worked **1,184** pay periods. (Admin Decl., ¶¶ 13-14.) The differences between the numbers
previously estimated and the actual numbers are slight and are reasonable considering the metrics
provided for settlement negotiations were estimates. Moreover, there are less Class Members and
Eligible Aggrieved Employees than initially estimated, meaning the actual average Individual
Settlement Share and average individual share of the PAGA Payment are more favorable to Class
Members and Eligible Aggrieved Employees.

Claim	Relevant Time Period	Rate	Number of Violations	Amount
Unpaid Wages (Off-the-Clock)	5,001 workweeks/ 23,505 shifts	\$25 average regular rate/ \$37.50 average overtime rate	15,003 unpaid hours (assuming 3 unpaid hours per workweek and 90% unpaid hours at overtime)	\$40,789.40*
Meal Period Violations	5,001 workweeks/ 23,505 shifts	\$25 average regular rate	14,103 meal break violations (assuming 60% violation rate)	\$34,552.50*
Rest Break Violations	5,001 workweeks /23,505 shifts	\$25 average regular rate	14,103 rest break violations (assuming 60% violation rate)	\$34,552.50*
Unreimbursed Business Expenses	5,001 workweeks/ 2,381 pay periods	Assuming \$25 unreimbursed mobile phone expense per pay period, per employee and assuming 30 unreimbursed mileage per workweek, per employee	56 Employees/ Assuming \$25 per pay period, per employee and assuming 30 unreimbursed mileage per workweek, per employee	\$7,974.49*
Labor Code §203	Based on approximately 24 terminated class members within the 3-year statute of limitations	\$25 average regular rate	Violation rate based on analysis of records by expert for each pay period for 24 employees (as estimated at the time of mediation) during the 3-year statute of limitations	\$7,200.00**
Labor Code §226	Based on approximately 45 class members within the 1-year statute of limitations	\$100 per pay period	\$100 for each pay period for 45 employees (as estimated at the time of mediation) during the 1-year statute of limitations	\$4,002.50**

PAGA	Based on approximately 823 pay periods within the 1-year statute of limitations	\$100 per pay period	\$100 for each pay period for 45 employees (as estimated at the time of mediation) during the 1-year statute of limitations	\$4,115.00**
Total for Class Claims				\$133,186.39
* These figures were discounted based on a 15% probability of prevailing at class certification and on the merits.				
** These figures are discounted based on a 5% probability of prevailing at class certification and on the merits.				

18. Plaintiff's claim for unpaid wages arises, in part, from Defendant's misclassification of employees as exempt from overtime under the administrative exemption. Based on Plaintiff's experience, we assumed three (3) hours of unpaid time, of which 90% should have been at the overtime rate. Based on this assumption, the total number of Class Members, and the total number of shifts worked by all Class Members during the Class period, there were approximately 15,003 total unpaid hours. Thus, we determined that the difference between the total reported compensation and the amount that should have been paid is \$543,858.75 ($[\$37.50 \text{ average overtime rate} * 15,003 \text{ net hours} * 0.90] + [\$25 \text{ average regular rate} * 15,003 \text{ net hours} * 0.10]$). This amount assumes 100% violation rate, which is unrealistic and impossible to prove because these hours are unrecorded and solely based on Plaintiff's experience. Class Counsel applied a realistic assumption rate of 50% ($\$543,858.75 * 0.5 = \$271,929.37$) to account for the likelihood of Plaintiff prevailing at proving that Defendant in fact misclassified its employees as exempt from overtime. Further, proof of this claim would require declarations from each Class Member, and obtaining such declarations would possibly reveal that each Class Member had a different experience with respect to the alleged unpaid wages. Defendant nonetheless argued that it did not "misclassify" its employees because Staff Geologists and Technicians are compensated on (1) salary basis, (2) their duties related to the general business operations of the Defendant, and (3) their duties include the exercise of discretion and independent judgment. For those reasons, I discounted the realistic assumption rate by 85% to account for the difficulty in class certification and defenses to the claim ($\$271,929.37 * 0.15 = \$40,789.40$). **Accordingly, I arrived at a realistic damage estimate of \$40,789.40 for the unpaid wages claim.**

1 19. Plaintiff's meal period claims are based on Defendant's failure to maintain any actual
2 meal period records. Additionally, Defendant's pay records do not show any meal period premium
3 wages paid to Plaintiff and Class Members. Plaintiff assumed a 40% violation rate, based on
4 Plaintiff's experience, which is a total of 9,214 meal period violation. Thus, Defendant's maximum
5 potential liability for the meal period claim is \$230,350.00 (9,214 unique violations * \$25 per hour).
6 This amount was discounted by 85% ($\$230,350.00 \times 0.15 = \$34,552.50$) because proof of this claim
7 would require declarations from each Class Member, and obtaining such declarations would possibly
8 reveal that each Class Member had a different reason for taking or not taking a meal period. Further,
9 the amount has been discounted to account for the difficulty of certifying a class and Defendant's
10 defenses to the claim. Specifically, Defendant argued that meal periods were actually taken in almost
11 all instances, and starting in June 2022, it implemented a practice of automatically deducting meal
12 periods because the nature of its operations were such that almost all employees working could take
13 meals at the same time. Although we still strongly believe that there were meal period violations due
14 to Defendant's failure to maintain any meal period records, especially prior to June 2022, I
15 understand that the foregoing issues create significant risk with respect to certification due to the
16 individualized nature of the meal period claims. **Accordingly, I arrived at a realistic damage**
17 **estimate of \$34,552.50 for the meal period claim.**

18 20. With respect to the rest period claim, Plaintiff alleges that Defendant failed to
19 maintain any California compliant rest period procedures. Additionally, Defendant's pay records do
20 not show any rest period premium wages paid to Plaintiff and Class Members. Plaintiff assumed a
21 40% violation rate (same as the meal), based on Plaintiff's experience, which is a total of 9,214 rest
22 period violation. Thus, Defendant's maximum potential liability for the rest period claim is
23 \$230,350.00 (9,214 unique violations * \$25 per hour). This amount was discounted by 85%
24 ($\$230,350.00 \times 0.15 = \$34,552.50$) because proof of this claim would require declarations from each
25 Class Member, and obtaining such declarations would possibly reveal that each Class Member had
26 a different reason for taking or not taking a rest period. Further, the amount has been discounted to
27 account for the difficulty of certifying a class and Defendant's defenses to the claim. Specifically,
28 Defendant argued that rest periods were actually taken in almost all instances, and it was never

1 required to keep track of the rest periods under California law. Although we still strongly believe that
2 there were rest period violations based on Plaintiff's experience, I understand that the foregoing
3 issues create significant risk with respect to certification due to the individualized nature of the rest
4 period claims. **Accordingly, I arrived at a realistic damage estimate of \$34,552.50 for the rest**
5 **period claim.**

6 21. With respect to the unreimbursed business expenses claim, Plaintiff alleges that
7 during the class period, Defendant required Plaintiff and class members to use their personal cell
8 phones during and after work hours. For example, Plaintiff was instructed to download the
9 "WhatsApp" application to her cell phone so that she could communicate with her team on that
10 platform. Plaintiff also used her cell phone to take pictures of the sites she was inspecting.
11 Additionally, Plaintiff and Class Members used their personal vehicles to drive to the worksites.
12 Although Plaintiff and Class Members incurred these substantial expenses as a direct result of their
13 job duties, Defendant failed to reimburse Plaintiff and class members, violating Labor Code section
14 2802. The precise value of these necessary business expenses could not be calculated, as Defendant
15 did not document or require the Class to document such expenses. However, we conservatively
16 assumed that Defendant should have reimbursed each Class Member \$5 for mobile phone expenses
17 per pay period and 15 mileage per workweek. In light of such assumption, the total number of pay
18 periods in the Class Period, and the total number of workweeks in the Class Period, we determined
19 Defendant's maximum potential liability for unreimbursed business expenses is \$53,163.25.
20 Defendant nonetheless contended that it did not require any Class Members to use their personal cell
21 phones and vehicles, and even if they did, not all Class Members would use their personal cell phones
22 and vehicles the same ways, and therefore, that this claim is highly individualized and will be difficult
23 to certify. For this reason, and for purposes of settlement, I discounted the potential liability by 85%,
24 yielding a realistic damage estimate of \$7,974.49 ($\$53,163.25 \times 0.15$) for the unreimbursed business
25 expenses claim. Although Class Counsel still believes that Plaintiff and Class Members are entitled
26 for reimbursements of out-of-pocket expenses spent while fulfilling their job duties during the class
27 period, Class Counsel also understand the aforementioned difficulties and risks. **Accordingly, I**
28 **arrived at a realistic damage estimate of \$7,974.49 for the unreimbursed business expenses**

1 **claim.**

2 22. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff
3 estimated that Defendant's realistic potential liability is **\$15,317.50**. While Defendant's maximum
4 potential liability for waiting time penalties is \$144,000.00 based on approximately 24 terminated
5 class members during the 3-year statute, \$80,050.00 for inaccurate wage statements based on
6 approximately 45 class members within the 1-year statute, and \$82,300.00 for PAGA penalties based
7 on the Court assessing a \$100 penalty for each violation, I believe it would be unrealistic to expect
8 the Court to award the full \$306,350.00 in penalties given Defendant's defenses and the discretionary
9 nature of penalties. Considering that the underlying claims are realistically estimated to be
10 \$117,868.89, awarding such a disproportional amount in penalties would also raise Due Process
11 concerns. **Weighing these factors and applying a discount to account for the risk and**
12 **uncertainty of prevailing at trial, I arrived at \$15,317.50 for statutory and civil penalties**
13 (applying a 95% discount to the wage statement and to the PAGA penalties).

14 23. **Using these estimated figures, Plaintiff predicted that the realistic maximum**
15 **recovery for all claims, including penalties, would be \$133,186.39. This means that the**
16 **\$100,000.00 settlement figure represents approximately 75.08% of the realistic maximum**
17 **recovery.** Considering the risks with certification and proof on the merits, this Settlement is an
18 excellent result for the Class, particularly because Class Members will receive timely, guaranteed
19 relief and will avoid the risk of not being able to recover anything.

20 24. While Plaintiff is confident in the merits of her claims, a legitimate controversy exists
21 as to each cause of action. Plaintiff also recognizes that proving the amounts of wages owed to each
22 Class Member would be an expensive, time-consuming, and uncertain proposition.

23 25. I am also of the opinion that because the issues here are fairly contested, there is a
24 possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits
25 due to the largely discretionary nature of awarding PAGA penalties. (Lab. Code § 2699(e)(2).) In
26 other words, were this matter to go to trial, any award granted would be at the discretion of the Court
27 and subject to a substantial reduction.

28 26. The Settlement obviates the significant risk that this Court may deny certification of

1 all or some of Plaintiff's claims. Furthermore, even if Plaintiff was able to pursue her claims on a
2 class-wide basis and obtain certification of all or some of the claims, continued litigation would be
3 expensive, involving a trial and possible appeals, and would substantially delay and reduce any
4 recovery by the Class.

5 27. This Settlement avoids the risks, burdens, and the accompanying expense of further
6 litigation. Although the Parties have engaged in a significant amount of investigation, discovery, and
7 class-wide data analysis, they have not conducted expert discovery or taken depositions. Moreover,
8 preparation for class certification and a trial would remain for the Parties as well as the prospect of
9 appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment
10 ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

11 28. The **Net Settlement Amount** available for settlement payments is currently estimated
12 to be **\$41,129.55** for a Class size of **51 individuals**, which results in an estimated **gross workweek**
13 **value of roughly \$8.89** based on the total **4,629 weeks worked** during the Class Period.⁴ (*See* Islas
14 Decl., ¶ 13.) As a result, it is estimated each Participating Class Member is eligible to receive an
15 average gross benefit of approximately **\$810.99** prior to tax withholdings on the wage portion of
16 payments. (*Id.*) Additionally, there are **43 Eligible Aggrieved Employees** who will each receive an
17 average of **\$29.07** from the 25% share of the PAGA Payment (\$1,250.00), which results in a **pay**
18 **period value of roughly \$1.06** based on the total **1,184 pay periods** during the PAGA Period. (*See*
19 *id.* at ¶ 14.) The actual amounts to Participating Class Members and Eligible Aggrieved Employees
20 will vary based on each individual's duration of work during the Class Period or PAGA Period,
21 respectively; thus, those who worked longer for Defendant during the relevant period will receive a
22 benefit greater than the estimated average. (*Id.* at ¶¶ 13-14; Settlement, §§ IV.F.1-G.6.)

23 29. The proposed Settlement therefore represents a substantial recovery when compared
24 to the reasonably forecasted recovery of the Class. When considering the risks of litigation, the
25 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability,

26
27 ⁴ The estimated Net Settlement Amount is \$100,000.00 less the following: \$33,333.33 for
28 the Attorney Fee Award, \$12,537.12 for the Cost Award, \$5,000.00 for the Class Representative
Enhancement Payment, \$5,000.00 for the PAGA Payment, and \$3,000 for Administration Costs.
(Islas Decl., ¶ 12.)

1 and the probability of appeal, it is clear the Total Consideration of \$100,000.00 is within the
2 “ballpark” of reasonableness, and that settlement approval is appropriate.

3 THE ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE

4 30. Throughout this litigation, Plaintiff, a former employee of Defendant, has cooperated
5 immensely with my office and has taken many actions to protect the interests of the Class. Before
6 adding Plaintiff to this litigation, Plaintiff worked with my office to determine the viability of her
7 claims and provided us with information and documents relating to her employment by Defendant.
8 The recovery provided for in the Settlement would have been impossible to obtain without her
9 participation.

10 31. At the same time, Plaintiff faced many risks in adding herself as the named Plaintiff
11 and Class Representative in this matter. Plaintiff faced actual risks with her future employment, as
12 putting herself on public record in an employment lawsuit could also very well affect her likelihood
13 for future employment. For example, a search of Plaintiff’s name will reveal this action, and as a
14 result, many employers may likely forego hiring Plaintiff in learning she sued a former employer.

15 32. In turn, Class Members can now participate in a settlement, reimbursing them for
16 wage violations they may have never known about or been willing to pursue on their own. If each
17 Class Member tried to pursue legal remedies on their own, that would have resulted in each having
18 to expend a significant amount of their own monetary resources and time, not to mention limited
19 judicial resources, which were obviated by Plaintiff putting herself on the line on behalf of the Class.
20 The requested payment to Plaintiff for her service as the Class Representative is a relatively small
21 amount of money considering the time and effort put into the litigation. In addition, under the
22 Settlement, Plaintiff has agreed to a general waiver of claims, both known and unknown, and section
23 1542 rights. (Settlement, § I.M.) The requested enhancement payment is therefore reasonable.

24 MY EXPERIENCE AND QUALIFICATIONS

25 33. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola
26 Marymount Law School in 2006. I became an Active Member of the State Bar of California in June
27 2007 and have been an Active Member in good standing continuously since then. I have been selected
28 to Super Lawyers each year from 2019 to 2023.

1 34. I co-founded Moon & Yang, APC—now Moon Law Group, PC—in March 2010. My
2 practice is focused exclusively on advocating for the rights of employees in wage and hour litigation,
3 almost entirely in class and/or PAGA representative actions.

4 35. For the past decade, I have built my practice to have an emphasis on employment and
5 related civil litigation cases and have both prosecuted and defended employment-related litigation
6 cases. I have been heavily, successfully, and continuously involved in active litigation and trial work,
7 and have conducted bench and jury trials on behalf of both employees and employers in wage and
8 hour cases.

9 36. My current billing rate is \$900.00 per hour, which is my usual hourly rate for wage and
10 hour litigations. A \$900.00 per hour rate is reasonable considering my years of experience practicing
11 in the highly specialized area of employment and labor law and my Laffey Matrix rate (The Laffey
12 Matrix, <http://www.laffeymatrix.com/see.html>, [last visited October 7, 2024].) The Laffey Matrix is a
13 “well-established objective source for rates that vary by experience” used by the District of Columbia.
14 (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy
15 of the Laffey Matrix is attached hereto as **Exhibit 6**. California Courts have adjusted the Laffey Matrix
16 rate upwards based on “locality pay differentials” and the location of counsel’s office in California to
17 determine whether counsel’s rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to
18 the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential
19 of the District of Columbia and San Francisco, California, where counsel’s office was located].) To
20 determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality
21 pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here and based on
22 my firm’s location in Los Angeles, California, the locality pay differential of the Los Angeles-Long
23 Beach area is 35.84% and the locality pay differential of the Washington-Baltimore-Arlington area is
24 33.26%, which results in a difference of approximately 2.6%. (*Compare* Judiciary Salary Plan of Los
25 Angeles-Long Beach, CA, Effective January 1, 2024 *with* Judiciary Salary Plan of Washington-
26 Baltimore-Arlington, Effective January 1, 2024.) True and correct copies of the Los Angeles-Long
27 Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 7** and
28 **Exhibit 8**, respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.6%

1 adjustment is \$900.83 per hour (\$878 Laffey Matrix rate + (2.6% x \$878)). Accordingly, my current
2 billing rate of \$900.00 per hour is reasonable.

3 37. I am experienced in prosecuting and defending employment matters, particularly class
4 and PAGA actions. My firm has focused a substantial percentage of its practice on wage, hour, and
5 working conditions violations. In addition to the present case, I am also class counsel for other wage
6 and hour class action lawsuits pending in various counties throughout California, including in state
7 and federal courts. The following is a list of some of our recent class action settlements that have
8 received preliminary and final approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764)
9 (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc.* (LASC No.
10 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc.* (LASC No.
11 BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC
12 No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No.
13 BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890)
14 (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079)
15 (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No.
16 BC682972) (\$750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs.,*
17 *LLC* (C.D. Cal. Dec. 20, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659, at *10 (class size
18 approx. 2,650; lead counsel) (in approving my \$650 hourly rate in that case, the Court found: “Class
19 Counsel’s declarations show that the attorneys are experienced and successful litigators. Other courts
20 have approved the attorneys’ current rates for the Moon & Yang, APC attorneys”); *Martinez v. Bail*
21 *Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v.*
22 *Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead
23 counsel); *Onofre v. Caitac Garment Processing, Inc.* (LASC No. BC702283) (class size approx. 750;
24 lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead
25 counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100;
26 co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead
27 counsel); *Taylor v. Sherman’s Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size
28 approx. 515; lead counsel); *Vargas v. AMS Paving, Inc.* (LASC No. BC722767) (case size approx.

260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

38. Lilit Ter-Astvatsatryan is a Senior Associate attorney at Moon Law Group, PC. Since she was admitted to the California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving California and federal labor laws. Prior to her employment at Moon Law Group, PC, she worked at Setareh Law Group, where she worked with Senior Counsel and mentor H. Scott Leviant on over 80 class actions.

39. Ms. Ter-Astvatsatryan received her Juris Doctorate from the University of California, Hastings College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis programs. In law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United States District Court, Central District of California.

40. Ms. Ter-Astvatsatryan received her undergraduate degree in 2014 from the University of California, Los Angeles with a Bachelor of Arts degree in Anthropology and a minor in English Literature.

41. Ms. Ter-Astvatsatryan's billing rate is 700.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's 7 years of experience, her Laffey Matrix rate with a 2.6% adjustment is \$550.99 per hour (\$538 Laffey Matrix rate + (2.6% x \$538)). (See Exh. 6.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ter-Astvatsatryan's billing rate of \$700.00 per hour is reasonable.

42. As an associate working solely on wage and hour class action cases, she has been involved in all aspects of complex litigation, including assisting in class certification motions in the following cases:

a. Macario Gonzalez v. Metcon TI, Inc., Alameda Superior Court, Case No.

RG19015589 [after class certification motion was filed, the parties attended mediation and ultimately resolved the matter on a class wide basis];

- 1 b. Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc., Los Angeles Superior
2 Court, Case No. BC705964 [after class certification motion was entirely briefed, the
3 parties attended mediation and ultimately resolved the matter on class wide basis];
4 c. Noe Armendariz v. Kinkisharyo International, LLC, United States District Court,
5 Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class
6 certification filed, decision pending].

7 43. Additionally, the following is a list of cases where she briefed preliminary and final
8 approval motions of class action settlements that were ultimately granted by each respective Court:

- 9 a. Ana Rose De Jesus, et al. v. Philippine National Bank, et al, Los Angeles Superior
10 Court, Case No. BC673024;
11 b. Andres De La Riva Sotelo v. Belfor USA Group, Inc., Los Angeles Superior Court,
12 Case No. BC688895;
13 c. Carlos Vertti v. Bagcraft Papercon III, LLC, et al., Los Angeles Superior Court, Case
14 No. 19STCV12729;
15 d. Christopher Thurman v. Wanton Group SP, LLC, et al, Los Angeles Superior Court,
16 Case No. 19STCV18772;
17 e. Francisca Velasco v. Paige, LLC, Los Angeles Superior Court, Case No.
18 19STCV12114;
19 f. Jose Montoya v. The Golden 1 Credit Union, Sacramento Superior Court, Case No.
20 34-2018-00228252
21 g. Malu Vaesau v. Double AA Corporation, San Francisco Superior Court, Case No.
22 CGC-19-572598
23 h. Tyler Jones v. Citiguard, Inc., Los Angeles Superior Court, Case No. BC664890;
24 i. Venancio Miranda v. Maximum Nursery, Inc., Santa Barbara Superior Court, Case
25 No. 19STCV06041;

26 44. In addition to her work on complex litigation matters and class actions, she has
27 authored published articles on California labor laws, including:

- 28 a. Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even Troester

- 1 Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and
2 b. Lilit Ter-Astvatsatryan and H. Scott Leviant, Unaccounted Time: Reading the Tea
3 Leaves of Troester, Daily Journal (Los Angeles & San Francisco), September 12,
4 2018.

5 CLASS COUNSEL'S EXPERIENCE AND QUALIFICATIONS

6 45. As demonstrated by the foregoing, my office is qualified to handle this litigation
7 because we are experienced in litigating Labor Code and Wage Order violations in individual, class,
8 and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel
9 in numerous wage and hour class actions in state and federal courts by way of motion for settlement
10 approval. Including myself, Moon Law Group, PC is comprised of approximately thirty attorneys,
11 all of whom are actively and continuously practicing employment litigation, representing almost
12 entirely employee-plaintiffs, in both individual and class actions, in this Court and other Superior
13 Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at
14 my firm have a high level of skill, knowledge, and experience in areas of wage and hour class actions,
15 PAGA representative actions, and labor and employment law generally, the substantive (state and
16 federal) and procedural law of which is frequently evolving.

17 46. Moon Law Group, PC has been engaged in the practice of employment and labor law
18 for over a decade, and presently focuses exclusively on plaintiffs' employment law. The firm and its
19 lawyers have tried both bench and jury trials (representing both plaintiffs and defendants) relating to
20 employment matters. As noted above, Moon Law Group, PC has been appointed lead or co-lead class
21 counsel in federal and state courts in California. Also, the firm and its lawyers have successfully
22 settled hundreds of cases during that time, including wage and hour class actions and PAGA
23 representative actions.

24 47. The foregoing experience of myself and other attorneys of Moon Law Group, PC is
25 invaluable in assessing the reasonableness of settlements, such as the one at issue here, and from this
26 experience Class Counsel concluded that this litigation could not have been settled on better terms.

27 48. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are
28 well suited to act as Class Counsel in this action, and we have, and will continue to, vigorously

1 represent the interests of the Class. To my knowledge, we do not have any conflicts of interest with
2 Plaintiff, other Class Members, or the proposed Administrator, and we are not related to Plaintiff.
3 We respectfully request our appointment as Class Counsel, for settlement purposes, be confirmed.

4 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

5 49. In line with the Settlement, Class Counsel request an award of attorneys' fees, payable
6 from the Total Consideration, in an amount of **\$33,333.33**, which is one-third (1/3) of the Total
7 Consideration. (Settlement, § IV.G.2.) The proposed award of attorneys' fees in this case can be
8 justified under either the lodestar method or the percentage/common-fund recovery method.
9 However, we base the proposed award of fees on the percentage method as many of the entries in the
10 time records will have to be redacted to preserve attorney-client and attorney work product privileges.

11 50. The total current lodestar for Moon Law Group, PC is *not less than* the following:

Attorney	Rate	Hours	Lodestar
Kane Moon	\$900.00	21.7	\$28,530.00
Lilit Ter-Astvatsatryan	\$700.00	74.2	\$51,940.00
	Total:	95.9	\$71,470.00

15 51. There are additional hours devoted to this litigation by the attorneys and legal
16 assistants in my office that are not reflected in the foregoing lodestar, including additional attorney
17 time that will be spent to obtain and monitor final approval of the Settlement and requested awards,
18 oversee the settlement administration process and distribution of funds, respond to Class Member
19 inquiries, and communicate with Plaintiff regarding the case. I estimate that my office will commit
20 *no less than* 10 hours, although likely more time, to these additional tasks, which are hours not
21 included in the foregoing lodestar total. My office also bears the risk of taking whatever actions are
22 necessary if Defendant fails to pay.

23 52. We can provide complete, detailed billing records should the Court request them, but
24 in such event would request the opportunity to redact attorney-client, attorney work product, and any
25 other privileged information. I am familiar with most aspects of this case and tasks undertaken by
26 the various members of my firm in litigating this case. I have been assisted by attorney Lilit Ter-
27 Astvatsatryan and several legal assistants. As discussed below, a positive multiplier is warranted in
28

1 this case but is *not requested*.

2 53. The lodestar method requires the Court to determine a “touchstone” or lodestar figure
3 based on a compilation of time spent and reasonable hourly compensation for each attorney. (*Graham*
4 *v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable if they were
5 “reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney
6 traditionally is compensated by a fee-paying client.” (*Hensley v. Eckerhart* (1983) 461 U.S. 424,
7 431.) The Court “should defer to the winning lawyer’s professional judgment as to how much time
8 he was required to spend on the case.” (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106,
9 1112.)

- 10 a. Number of Hours Expended by My Office Is Reasonable: As set forth in this
11 declaration, my office expended a significant amount of time litigating the case to
12 achieve an excellent result on behalf of the Class. To date, my office has spent no
13 less than **95.9** hours litigating this case. In the event the Court grants final settlement
14 approval, my office will spend additional time related to this litigation, including to
15 monitor administration of the Settlement after final approval, committing no less,
16 although likely more, than 10 hours to those additional tasks. The number of hours
17 that my office has and will devote to this case is reasonable. (*See, e.g., Ketchum III*
18 *v. Moses* (2001) 24 Cal.4th 1122, 1133 [fee award should be fully compensatory
19 and, “absent circumstances rendering the award unjust, an attorney fee award should
20 ordinarily include compensation for *all* the hours *reasonably spent*”] [emphasis in
21 original]; *Serrano v. Unruh* (1982) 32 Cal. 3d 621, 624 [counsel are entitled to
22 compensation for all hours reasonably expended]; *Hensley, supra*, 461 U.S. at pp.
23 435–36; *Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028;
24 *Cabrales v. Cty. of L.A.* (9th Cir. 1991) 935 F.2d 1050, 1052–53.) As discussed
25 above, my office was required to expend considerable time and resources to
26 investigate, litigate, and successfully settle these claims for the benefit of the Class.
- 27 b. Class Counsel’s Hourly Rates Are Reasonable: “[T]he established standard when
28 determining a reasonable hourly rate is the ‘rate prevailing in the community for

1 similar work performed by attorneys of comparable skill, experience, and
2 reputation.” (Camacho v. Bridgeport Fin., Inc. (9th Cir. 2008) 523 F.3d 973, 979
3 [quoting Barjon v. Dalton (9th Cir. 1997) 132 F.3d 496, 502].) This rule applies
4 even when, as here, the attorneys representing a named plaintiff perform the work
5 on a contingent fee basis. (See, e.g., Robertson v. Fleetwood Travel Trailers of Cal.,
6 Inc. (2006) 144 Cal.App.4th 785, 818; Blanchard v. Bergeron (1989) 489 U.S. 87,
7 96.) These hourly rates are reasonable in light of the significant experience,
8 expertise, and skill my firm brought to this action. Rates are reasonable if they are
9 “within the range of reasonable rates charged by and judicially awarded comparable
10 attorneys for comparable work.” (Children’s Hosp. & Med. Ctr. v. Bonta (2002) 97
11 Cal.App.4th 740, 783.) The trial court may “find hourly rates reasonable based on
12 evidence of other courts approving similar rates.” (Parkinson v. Hyundai Motor Am.
13 (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.) The attorneys at Moon Law Group,
14 PC are experienced litigators who specialize in employment law, with a substantial
15 wage and hour class action practice. The hourly rates of each attorney are also
16 reasonable as compared to their respective Laffey Matrix rates as explained *supra*.
17 Moreover, these rates are not opposed or challenged, and have been approved by
18 other courts, as explained *supra*.

- 19 c. Application of a Positive Multiplier Is Warranted (but is not requested): Once this
20 lodestar figure has been determined, the Court may take into account other
21 “enhancement” factors to adjust the lodestar award. As the California Supreme
22 Court has held, contingency fees should be higher than fees for the same legal
23 services paid concurrently with the provision of the services. (*Ketchum III*, *supra*,
24 24 Cal.4th at pp. 1132–33; see also *Fischel v. Equitable Life Assurance Soc’y of the*
25 *U.S.* (9th Cir. 2002) 307 F.3d 997, 1008.) “A lawyer who both bears the risk of not
26 being paid and provides legal services is not receiving the fair market value of his
27 work if he is paid only for the second of these functions. If he is paid no more,
28 competent counsel will be reluctant to accept fee award cases.” (*Ketchum*, 24

Cal.4th at p. 1133.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is “earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees.” (*Id.* at p. 1138.) **Multipliers normally range from two to four or higher.** (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 255; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, n.6 [“most” common fund cases apply a multiplier of 1.0–4.0]; *Been v. O.K. Indus., Inc.* (E.D. Okla. Aug. 16, 2011) No. CIV–02–285–RAW, 2011 WL 4478766, *11 [citing a study “reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases” and finding that a multiplier of 1.22 would be “per se reasonable”].) Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano v. Ivy Baker Priest* (1977) 20 Cal. 3d 25, 48–49 [hereinafter “*Serrano III*”].) All these factors favor approval of a multiplier along the lines of those approved in the cases above. To date, my office has incurred no less than **\$71,470.00** in attorneys’ lodestar fees and advanced **\$12,537.12** in actual costs. Accordingly, after reimbursement of our reasonable out-of-pocket expenses, our fee request represents a *negative* multiplier of approximately **0.47** of the lodestar fees incurred in prosecuting this case.

54. I am informed and believe that the fee and costs provisions under the Settlement are reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

1 55. The risk to my office has been very significant, particularly if we would not be
2 successful in pursuing this class action. In that case, we would have been left with no compensation
3 for all the time taken in litigating this case. Indeed, I have taken on many class action and/or PAGA
4 cases that have resulted in thousands of attorney hours being expended and ultimately having the
5 defendant company going bankrupt. The contingent risk in these types of cases is very real and occurs
6 regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could
7 have resulted in a larger, and less risky, monetary gain.

8 56. Because most individuals cannot afford to pay for representation in litigation on an
9 hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a
10 contingency fee basis, including Plaintiff in this litigation. Pursuant to this arrangement, we are not
11 compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because
12 Moon Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client
13 settles or wins his or her case, we cannot afford to represent an individual employee on a contingency
14 basis if, at the end of our representation, all we are to receive is our regular hourly rate for services.
15 It is essential that we recover more than our regular hourly rate when we win if we are to remain in
16 practice to be able to continue representing other individuals in civil rights employment disputes.

17 57. As of the drafting of this motion, my office has incurred \$12,537.12 in unreimbursed
18 out-of-pocket costs litigating this action. These expenses were reasonably necessary to the litigation
19 and were actually incurred by my office. Moreover, these expenses are well below the maximum
20 allocation under the Settlement (\$13,000.00), and thus, the remainder will revert to the Net
21 Settlement to be paid to Participating Class Members. (Settlement, § I.N.) Therefore, they should be
22 reimbursed in full.

23 58. My office invested significant time and resources into the case, with payment deferred
24 to the end of the case, and then, of course, contingent on the outcome. My office's efforts have
25 included, and will include following a final approval order, without limitation, the following:

- 26 a. Numerous interviews with Plaintiff and review of documents provided by her;
- 27 b. Legal research and investigation regarding the Defendant's practices and financial
- 28 status at numerous points in the litigation;

- c. Preparation and submission of Plaintiff's PAGA notice letter;
- d. Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent first amended complaint;
- e. Formal discovery activity;
- f. Extensive "meet and confer" correspondence and discussions with Defendant's counsel to obtain relevant documents and data through discovery;
- g. Research and preparation of Plaintiff's mediation brief;
- h. Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;
- i. Attendance and active participation at a full day of mediation;
- j. Drafting, negotiating, reviewing, and finalizing multiple drafts of the Settlement and class notice;
- k. Preparation, finalization, filing, and service of the motion for preliminary approval and accompanying filings;
- l. Preparation for the hearing on preliminary approval;
- m. Conferring with Defendant's counsel and the Settlement Administrator regarding the Class Notice mailing, Class responses, and estimated calculations;
- n. Preparation, finalization, filing, and service of Plaintiff's motion for final approval and accompanying filings;
- o. Anticipated preparation for and attendance at the hearing on final approval;
- p. Anticipated monitoring final approval of the Settlement and requested awards;
- q. Anticipated overseeing the settlement administration process and distribution of funds; and
- r. Responding to Class Member inquiries and communicating with Plaintiff regarding the case.

59. Through the efforts of my office and Plaintiff in this case, a fair and reasonable joint resolution has been reached that includes a gross settlement payment by Defendant of \$100,000.00 to compensate Class Members for Defendant's alleged unlawful wage and hour practices. I am

1 informed and believe that, without the efforts of my office or Plaintiff, the violations alleged in the
2 operative complaint would have gone completely unremedied.

3 I declare under penalty of perjury, under the laws of the State of California, that the foregoing
4 is true and correct. Executed this October 14, 2024, at Los Angeles, California.

5
6 
7 Kane Moon

EXHIBIT 1

AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Amended Settlement Agreement is between Plaintiff Rocio J. Maya Gonzzalez (“Plaintiff”), on behalf of herself, other members of the general public similarly situated, and other aggrieved employees, and Defendant National Engineering and Consulting Group, Inc., (“Defendant”). Plaintiff and Defendant are collectively referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Administration Costs**: All administrative costs incurred by the Settlement Administrator to administer this Settlement including the cost of notice to the Class Members, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement, which shall not exceed Three Thousand Dollars and Zero Cents (\$3,000.00). All Administration Costs shall be paid from the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed one-third (1/3) of the Total Consideration or Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33), finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant.
- D. **Case or Class Action**: The lawsuit originally filed by Plaintiff on November 4, 2021, entitled *Rocio J. Maya Gonzzalez v. National Engineering and Consulting Group, Inc.*, Case No. 21STCV40584, in the Superior Court of California, County of Los Angeles.
- E. **Class**: Any and all persons who are or were employed by Defendant in the position of “Staff Geologist” or “Technician” in California during the Class Period (November 4, 2017, through November 28, 2022).
- F. **Class Counsel**: Attorneys Kane Moon and Lilit Ter-Astvatsatryan, of Moon Law Group, PC

- G. Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- H. Class Notice or Notice:** The “Notice of Class Action Settlement” or “Notice” shall mean the notice to be provided to all Class Members regarding the terms of this Settlement, substantially like the form attached hereto as **Exhibit A**, subject to Court approval. The Notice shall constitute class notice pursuant to California Rule of Court 3.769 (f) and, once approved by the Court shall be deemed compliant with California Rule of Court 3.766.
- I. Class Period:** The time period from November 4, 2017, through November 28, 2022.
- J. Class Representative or Plaintiff:** Rocio J. Maya Gonzzalez individually and as a representative of the Class Members, Eligible Aggrieved Employees, and the State of California.
- K. Class Representative Enhancement Payment:** The amount the Court awards to Plaintiff for Plaintiff’s services as Class Representative, which will not exceed Five Thousand Dollars and Zero Cents (\$5,000.00). This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. This enhancement payment is subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. Complaint:** The First Amended Complaint filed by Plaintiff in this case.
- M. Comprehensive Release:** Upon Defendant’s fulfillment of its payment obligations under Section IV.I.9.a. below, Plaintiff is releasing in exchange for the consideration provided for by this Agreement a comprehensive release of all known and unknown claims by Plaintiff, including a California Civil Code section 1542 waiver arising out of the operative allegations in the Case.
- N. Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed Thirteen Thousand Dollars and Zero Cents (\$13,000.00). The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- O. Counsel for Defendant:** Attorneys John A. Mavros and Bret Martin of Fisher Phillips, LLP.
- P. Court:** The Superior Court of California, County of Los Angeles.

- Q. Defendant:** National Engineering and Consulting Group, Inc.
- R. Effective Final Settlement Date:** The Effective Final Settlement Date shall be the date upon which the following occur: (i) the funding of the Total Consideration in the Qualified Settlement Fund by Defendant, (ii) approval of the Settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, (iii) the Court's Judgment approving the Settlement becomes Final, and (iv) the date of the time for filing or noticing any appeal of the Judgment has expired.
- S. Eligible Aggrieved Employees:** The aggrieved employees eligible to recover the PAGA Payment that consist of all individuals who are or were employed by Defendant in the position of "Staff Geologist" or "Technician" in California from November 4, 2020, through November 28, 2022. ("PAGA Period").
- T. Judgment or Final Approval:** The "Final Approval Order" means the final order entered by the Court following the Final Fairness and Approval Hearing. The "Final Judgment" means the final judgment entered by the Court following the Final Fairness and Approval Hearing.
- U. Total Consideration or TC:** The total value of the Settlement is a non-reversionary One Hundred Thousand Dollars and Zero Cents (\$100,000.00). This is the gross amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Eligible Aggrieved Employees, as approved by the Court. Defendant's portion of payroll taxes as the Class Members' current or former employer is not included in the Total Consideration and will be a separate obligation of Defendant. No portion of the Total Consideration will revert to Defendant for any reason.
- V. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- W. LWDA:** California Labor and Workforce Development Agency.

- X. Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the TC less the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment paid to the LWDA and Eligible Aggrieved Employees, and Administration Costs. The NSA is the portion of the TC that will be distributed to Class Members who do not request exclusion from the Settlement.
- Y. Notice Packet:** The Class Notice.
- Z. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- AA. PAGA Payment:** The PAGA Payment consists of Five Thousand Dollars and Zero Cents (\$5,000.00) of the Total Consideration allocated to satisfy the PAGA claim as alleged in the Class Action. Seventy-five percent (75%) of which, Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00), shall be paid to the LWDA, and (25%) of which, One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00), shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below.
- BB. PAGA Period:** November 4, 2020, through November 28, 2022.
- CC. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- DD. Parties:** Plaintiff and Defendant.
- EE. Preliminary Approval or Preliminary Approval Order: The order entered** by the Court following the Preliminary Approval Hearing approving the proposed Settlement.
- FF. Qualified Settlement Fund or OSF:** A fund within the meaning of Treasury Regulation section 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, which is established by the Settlement Administrator for the benefit of Participating Class Members, Eligible Aggrieved Employees, Plaintiff and Class Counsel.
- GG. Released Claims:**
- A. Release by Plaintiff and Participating Class Members:** Upon Effective Final Settlement Date the claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are all known and unknown claims, rights, demands, damages, liabilities and causes of action, in law or in equity, arising at any time during the Class Period alleged in the Complaint, or that could have been alleged based on the facts pleaded, including but not limited to California Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 1174,

1174.5, 1194, 1197, 1197.1, 1198, 2802, and the related applicable IWC Wage Orders. Released Claims include, but are not necessarily limited to, claims based on theories of misclassification as exempt from overtime, “off-the-clock” work, or automatically deducted meal periods; meal and rest breaks; failure to maintain accurate employment records; wage statement violations; separation pay violations; failure to reimburse business expenses; and unfair business practices.

- B. Release by Class Members Who Are Aggrieved Employees and Plaintiff:** All Class Members who are Aggrieved Employees and Plaintiff are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

HH. Released Parties: Defendant and each of their current and former owners, operators, officers, members, directors, shareholders, partners, affiliated companies, parent companies, subsidiary companies, holding companies, predecessors, successors, insurers, assigns, trustees, principals, DBAs, franchisors, franchisees, payroll service providers, legal representatives, accountants, employees, independent contractors, lessors, and agents.

II. Response Deadline: Sixty (60) calendar days from the initial mailing of the Notice Packet.

JJ. Settlement Administration: The Settlement Administrator will mail the Notice Packet by first class U.S. mail to all Class Members and Eligible Aggrieved Employees at the address Defendant have on file.

KK. Settlement Administrator: The third-party administrator agreed upon by Parties to administer this Settlement is Phoenix Class Action Administration Solutions (“Phoenix”).

II. RECITALS

- A. Plaintiff’s Complaint.** Per the Complaint, Plaintiff alleges, on behalf of herself, all other members of the public similarly situated, and other aggrieved employees, that Defendant violated California state wage and hour laws and PAGA because of Defendant’s wage and hour policies and practices. Specifically, Plaintiff alleges that Defendant: (1) failed to pay all wages, including minimum wages and overtime wages; (2) failed to provide meal breaks (including without limitation first and second meal breaks) each day based on the hours worked by each employee, including meal breaks that were short, late, interrupted, and/or missed altogether; (3) failed to authorize and

permit legally compliant rest breaks each day based on the hours worked by each employee, including rest breaks that were short, late, interrupted, and/or missed altogether; (4) failed to reimburse necessary business expenses; (5) failed to timely pay wages during employment for each pay period for every employee; (6) failed to timely pay wages upon discharging employees; and (7) conducted unfair business practices. Plaintiff further alleged that the aforementioned resulted in inaccurate wage statements; the underpayment of wages to employees upon termination and/or resignation; and a violation of PAGA.

- B. Notice to the LWDA.** On November 3, 2021, Plaintiff's Counsel sent letters to the LWDA and Defendant, on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.
- C. The Parties' Investigation.** The Parties agreed to mediation with mediator Michael Young, Esq. Counsel for the Parties have thoroughly investigated the facts relating to the claims alleged in the Complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Defendant produced hundreds of documents related to each of their wage and hour practices, including time and pay records for employees from each Defendant. Based on their investigation and evaluation of this case, Plaintiff and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues and are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

- A. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Complaint is not appropriate for PAGA or class treatment. Defendant also assert several defenses to the claims and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any statements, discussions, or communications, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission,

concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as adequate Class Representative. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

- B. Benefits of Settlement to Class Members and Eligible Aggrieved Employees.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have considered the uncertainty and risk of further litigation, the potential outcome, the existing arbitration agreements and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel conducted extensive settlement negotiations, including formal mediation on September 28, 2022. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members and Eligible Aggrieved Employees.

IV. SETTLEMENT TERMS AND CONDITIONS

- A. Total Consideration.** Subject to the terms and conditions of this Agreement, the maximum Total Consideration, excluding payroll taxes, that Defendant are obligated to pay under this Settlement Agreement is a non-reversionary One Hundred Thousand Dollars and Zero Cents (\$100,000.00).
- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. This Stipulation is contingent upon the Preliminary and Final approval and certification of the Settlement Class only for purposes of settlement. If the Settlement does not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Class Action or in any other lawsuit. Defendant expressly reserve the right to oppose class certification and/or to proactively move to deny class certification should this Settlement be modified or reversed on appeal or otherwise not become final.
- D. Appointment of Class Representative.** Solely for the purposes of this

Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.

- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- F. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

- a. Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) the number of weeks he or she worked during the Class Period based on the Class List provided by Defendant, divided by (ii) the total number of weeks worked by any and all Participating Class Members collectively, during the Class Period based on the same Class List, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

- 2. Tax Withholdings.** Each Participating Class Member's Individual Settlement Share will be apportioned as follows: ten percent (10%) wages and ninety percent (90%) non-wage statutory damages and interests. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as damages and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share. Eligible Aggrieved Employees' portion of the PAGA Payment will be allocated as one hundred percent (100%) non-wage damages and will be issued an IRS form 1099 if it exceeds six-hundred dollars (\$600.00).

- G. Settlement Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Total Consideration:

- 1. To Plaintiff.** In addition to her Individual Settlement Share, and subject to the Court's approval, Plaintiff will receive up to Five Thousand Dollars and Zero Cents (\$5,000.00) as the Class Representative Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to her Class Representative Enhancement Payment. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendant agree not to oppose, a total Attorney Fee Award not to exceed one-third (1/3) of the Total Consideration or Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33) of the TC, plus reasonable costs not to exceed Thirteen Thousand Dollars and Zero Cents (\$13,000.00). The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Total Consideration. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members. Except as provided herein, each side shall bear its own attorneys' fees and costs.
- 3. To Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes. The Settlement Administrator will submit Defendant's portion of payroll withholding tax calculation to Defendant for additional funding and forward

those amounts along with each person's Individual Settlement Share withholdings to the appropriate taxing authorities.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$3,000.00. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated, the difference shall become part of the NSA and be available for distribution to Participating Class Members. In the event the Court does not approve the entirety of the application for the Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendant nor the Plaintiff shall be responsible for paying the difference between the amount requested and the amount awarded.
5. **To Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.
6. **To Eligible Aggrieved Employees.** The PAGA Payment consists of Five Thousand Dollars and Zero Cents (\$5,000.00) of the Total Consideration allocated to satisfy the PAGA claim as alleged in the Class Action. Twenty-Five (25%) of which, One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) shall be paid to the Aggrieved Employees. The Settlement Administrator shall pay each Eligible Aggrieved Employee according to their proportional share, which will be based upon the total number of pay periods he or she was employed during the PAGA Timeframe. The individual share will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed during the PAGA Timeframe (*i.e.*, the sum of all pay periods of employment for each Eligible Aggrieved Employee) and dividing that number into One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual eligible aggrieved employee's total number of pay periods employed during the PAGA Timeframe to determine that individual's proportional share. Settlement checks issued to the Eligible Aggrieved Employees pursuant to this Agreement shall expire one hundred eighty (180) days from the date they are issued by Defendant. Any unclaimed funds after the one hundred eighty (180) days shall be turned over by the Settlement Administrator to the Unclaimed Property Fund of the State's Controller's Office in the name of the Class Member of the Eligible Aggrieved Employee
7. **To the LWDA:** The PAGA Payment consists of Five Thousand Dollars and Zero Cents (\$5,000.00) of the Total Consideration allocated to satisfy

the PAGA claim as alleged in the Class Action. Seventy-five percent (75%) of which, Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00), shall be paid to the LWDA.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for: (a) preparing, printing, and mailing the Notice Packet to the Class Members; (b) keeping track of any objections or requests for exclusion from Class Members; (c) performing skip traces and remailing Notice Packets and Individual Settlement Shares to Class Members; (d) calculating any and all payroll tax deductions as required by law; (e) calculating each Participating Class Member's Individual Settlement Share and each Eligible Aggrieved Employee's portion of the PAGA Payment; (f) providing weekly status reports to Counsel for Defendant and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; (g) providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; (h) mailing Individual Settlement Shares and portion of the PAGA Payment to Participating Class Members and Eligible Aggrieved Employees respectively; (i) mailing the LWDA portion of the PAGA Payment to the LWDA; (j) distributing the Attorney Fee Award and the Cost Award to Class Counsel; (k) printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; (l) providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; (m) providing any funds remaining in the QSF as a result of uncashed checks to the Unclaimed Property Fund of the State's Controller's Office in the name of the Class Member of the Eligible Aggrieved Employee and (n) performing other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

I. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
- b. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment shall

be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

- a.** Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the following information about each Class Member's: (1) first and last name; (2) last known mailing address; (3) social security number; (4) date of hire and termination date; and (5) the total number of weeks during which the Class Member performed any actual work during the Class Period as a member of the Class (collectively "Class List"). If any or all this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former Defendant's employee Class Members. The Settlement Administrator shall maintain the Class List and all data contained within the Class List as private and confidential. This provision will not impede Class Counsel's ability to discharge fiduciary duties, including effectuating the terms of this settlement.
- b.** The Settlement Administrator shall run all the addresses on the Class List through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. The Settlement Administrator shall mail the Notice Packet to the Class Members via first-class regular U.S. Mail using the most current mailing address information available

within fourteen (14) calendar days after the receipt of the Class List from Defendant.

- c. If a Notice Packet is returned because of an incorrect address, within ten (10) days from receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or forwarded mail, will have their Response Deadline to postmark an Exclusion Form, or mail an objection to the Settlement, extended by ten (10) calendar days from the original Response Deadline. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed notice.
- d. Class Members may dispute the information provided in their Notice Packet, but must do so in writing, via first class mail, and it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of weeks to which they have been credited or the amount of their Individual Settlement Share, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant records, Defendant records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks that should be applied and/or the Individual Settlement Share to which the Class Member may be entitled.
- e. If any Exclusion Form received is incomplete or deficient, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and allow fourteen (14) days to cure the

deficiency. However, any cure period will not extend the Response Deadline. If after the cure period the Exclusion Form is not cured, it will be determined that the Class Member did not exclude himself or herself from the Settlement and will be bound by the Settlement.

- f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Counsel for Defendant of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of Exclusion Forms received.
- g. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement.

3. Objections to Settlement. The Notice Packets will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. For any Class Member to object to this Settlement, or any term of it, the person making the objection must not submit a request for exclusion (i.e., must not opt out). The timeframe to submit an objection will not be increased for returned mailings.

- a. **Format.** Any Objections must: (a) state the objecting person's full name, address, and telephone number and the name and address of counsel, if any; (b) have the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing; (f) be signed by the objecting Class Member or his or her attorney; and (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.
- b. **Appearance at Final Approval and Oral Objection.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel, at his or her own expense and orally object to the Settlement.

- c. **Objecting Class Members.** If a Class Member objects to the Settlement, the objecting Class Member will remain a member of the Settlement and if the Court approves the Settlement, the objecting Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Participating Class Member who does not object.
- d. **Responses to Objection.** Plaintiff and Defendant will be permitted to respond in writing to such objections no later than seven (7) days before the Final Approval hearing. Plaintiff waives any right to object to the Settlement, and hereby endorse the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Class.

4. **Request for Exclusion from the Settlement (“Opt-Out”).** The Notice Packet will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator an Exclusion Form. The written request for exclusion must: (a) include the Class Member’s name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline.

- a. **Confirmation of Authenticity.** The date of the initial mailing of the Notice Packet, and the date the signed request to be excluded is postmarked, shall be conclusively determined according to the records of the Settlement Administrator. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member’s identity. Any Class Member who returns a timely, valid, and executed Exclusion Form will not participate in or be bound by the Settlement and Judgment (except as to the release of claims under the PAGA), will not receive an Individual Settlement Share (except their share of the PAGA Payment as an Eligible Aggrieved Employee, as applicable), and will not have any right to object, appeal, or comment thereon. A Class Member who does not complete and mail a timely Exclusion Form will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.
- b. **Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice

Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

c. PAGA Release Binding if Approved by Court. If the Court approves the Settlement, any Class Member that excludes themselves from the Settlement shall nonetheless be bound by resolution of the PAGA claim, shall release their claim under the PAGA as set forth herein, and shall receive their pro rata share of the PAGA Payment as an Eligible Aggrieved Employee, as applicable.

d. Defendant's Right to Rescind. If 10% or more of the Class Members exercise their rights to exclude themselves and opt out of the Agreement, Defendant may, in its sole discretion, unilaterally withdraw from and terminate the Resolution no later than five (5) court days prior to the date of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed to the Agreement for any reason. Defendant will be responsible for paying claims administration costs if it exercises its right to withdraw from the Agreement under this provision.

5. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

6. Motion for Final Approval.

a. Upon expiration of the Objection/Exclusion Deadlines, Class Counsel will file motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) the Administration Costs; (4) the Class Representative Enhancement Payment; and (5) the PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement, and a release of the PAGA claim even as to Class Members who opt out of the Settlement.

- b. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Total Consideration or any amounts that otherwise would have been owed under this Agreement, except that Defendant shall pay fifty percent (50%) of the Administration Costs, and Plaintiff shall pay the remaining fifty percent (50%) of the Administration Costs. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Class Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
- 7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
- 8. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Total Consideration, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

9. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Superior Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Total Consideration. The Settlement Administrator shall keep Counsel for Defendant and Class Counsel apprised of all distributions from the Total Consideration. The Settlement Administrator shall respond to questions from Counsel for Defendant and Class Counsel.

a. **Funding the Settlement:** No later than seventy-five (75) calendar days after Effective Date, Defendant shall deposit the entire TC by wiring the funds to the Settlement Administrator. Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share.

b. **Disbursement:** Within seven (7) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the Administration Costs. The Settlement Administrator will also forward a check for the PAGA Payment to the LWDA for settlement of the PAGA claim.

c. **QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.* and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

10. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within that period they shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, for the benefit of that Participating Class Member and/or the Eligible aggrieved employee, as applicable. The Parties agree that this disposition results in no "unpaid residue" under California Code of Civil Procedure section 384, as the entire Net Settlement Amount will be paid out to the Participating Class Members

and the Eligible aggrieved employee. Therefore, Defendant will not be required to pay any interest on said amount.

11. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

12. Defendant's Legal Fees. Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Class Action outside of the Total Consideration.

J. Release of Claims. Upon Defendant's fulfillment of its payment obligations under Section IV(I)(9)(a) of this Agreement, Class Members, who do not submit a timely and valid request for exclusion, hereby waive, release, promise never to assert in any forum, remise and forever discharge the Released Parties from the Released Claims during the Class Period.

K. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment obligations under Section IV(I)(9)(a) of this Agreement, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees during the PAGA Timeframe, shall not pursue any action for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, against the Released Parties based on or arising out of alleged violations of Labor Code sections alleged in Plaintiff's letter to the LWDA and the Complaint. If the Settlement is approved by the Court, then this paragraph shall be effective regardless of whether the Eligible Aggrieved Employee timely excluded themselves from the Settlement.

L. Plaintiff's Release of Claims and General Release. Upon Defendant fulfillment of its payment obligations under Section IV(I)(9)(a) of this Agreement, and in exchange for the Class Representative Enhancement Payment to the Plaintiff in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00), in recognition of her work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiff hereby provides a general release of claims for herself and her respective spouse, heirs, successors and assigns, and forever release, remise, and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of and/or relating to Plaintiff's employment with Defendant, payment of wages during that employment and the cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance or regulation. With respect to the General Release, Plaintiff stipulates and agrees

that, as of the Effective Final Settlement Date, Plaintiff shall be deemed to have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

M. Miscellaneous Terms

- 1. No Admission of Liability.** Defendant make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Case, or that but for the Settlement, a Class should be certified in the Case. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Case will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retain the right to modify the language of its benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.

- 3. Publicity.** Class Counsel and Plaintiff agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as Class Counsel, in declarations submitted to a court in support of motions for preliminary approval, Final Approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiff agree that they shall not publish any press releases or press statements regarding the Settlement, identify Defendant or Counsel for Defendant by name in any media including Class Counsel's website, or have any communications with the press or media about the Case or the Settlement. Plaintiff, in response to inquiries, will state that that "the Case was resolved." This provision will not impede Class Counsel's ability to discharge fiduciary duties, including effectuating the terms of this settlement.
- 4. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. Nothing in this Agreement in any way limits or negates the enforceability and effect of the underlying arbitration agreements signed by employees of Defendant, obligating them to arbitrate any and all claims on an individual (and not on a class, collective, or representative) basis.
- 5. Authorization to Enter Into Settlement Agreement.** Class Counsel and Counsel for Defendant 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 under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court,

and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

- 6. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7. Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.
- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Class Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.
- 9. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 10. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 11. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has 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 rights herein released and discharged.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of California, without giving effect to any conflict of law principles or choice of law principles.
- 13. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

14. No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.

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

16. Jurisdiction of the Superior Court. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

17. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid

and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

18. 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.

19. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

[SIGNATURES ON NEXT PAGE]

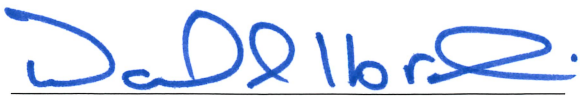
V. EXECUTION BY PARTIES AND COUNSEL

Dated: 5/23/2024

DocuSigned by:


Plaintiff ROCIO J. MATA GONZZALEZ

Dated: 5/21/2024


Defendant NATIONAL ENGINEERING AND
CONSULTING GROUP, INC.

By: Wael S. Ibrahim
Title: CFO, Principal Engineer

APPROVED AS TO FORM:

Dated: 5/23/2024

MOON LAW GROUP, PC

DocuSigned by:


Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiff, on behalf of herself and all
others similarly situated

Dated: 5/21/2024

FISHER PHILLIPS LLP


John A. Mavros
Bret Martin

Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All individuals are or were employed by Defendant in the position of “Staff Geologist” or “Technician” at any time from November 4, 2017, through November 28, 2022.

All individuals who are or were employed by Defendant in the position of “Staff Geologist” or “Technician” in California from November 4, 2020, through November 28, 2022.

The California Superior Court, County of Los Angeles has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes:

All individuals are or were employed by Defendant in the position of “Staff Geologist” or “Technician” at any time from November 4, 2017, through November 28, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. *Why Have I Received This Notice?*

National Engineering and Consulting Group, Inc.'s ("Defendant") personnel records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from the time period from November 4, 2017, through November 28, 2022. (the "Class Period").

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the Superior Court of California, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before Hon. Kenneth Freeman, located in Department 14 of the Complex Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012.

2. *What Is This Case About?*

Rocio J. Maya Gonzzalez filed a Class Action lawsuit against Defendant on November 4, 2021, in the Superior Court of California, County of Los Angeles, Case No. 21STCV40584. Plaintiff alleged therein that Defendant: (1) failed to pay all wages, including minimum and overtime wages; (2) failed to provide meal breaks (including without limitation first and second meal breaks) each day based on the hours worked by each employee, including meal breaks that were short, late, interrupted, and/or missed altogether; (3) failed to authorize and permit legally compliant rest breaks each day based on the hours worked by each employee, including rest breaks that were short, late, interrupted, and/or missed altogether; (4) failure to indemnify business expenses; (5) failed to timely pay wages during employment for each pay period for every employee; (6) failed to timely pay wages upon discharging employees; and (7) conducted unfair business practices. Plaintiff further alleged that the aforementioned resulted in inaccurate wage statements; the underpayment of wages to employees upon termination and/or resignation.

On November 14, 2022, Plaintiff filed a First Amended Complaint adding a cause of action under the Private Attorneys General Act of 2004 ("PAGA") seeking penalties for violations of the Labor Code.

Plaintiff and Defendant attended mediation on the Class Action on September 28, 2022. With the support of a mediator, the Parties reached a settlement of the Class Action.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendant expressly denies that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member?*

You are a Class Member if you are currently or were formerly employed by Defendant in the position of “Staff Geologist” or “Technician” at any time from November 4, 2017, through November 28, 2022.

You are an Aggrieved Employee if you are currently or were formerly employed by Defendant in the position of “Staff Geologist” or “Technician” in California from November 4, 2020, through November 28, 2022. (“PAGA Period”).

4. *How Does This Class Action Settlement Work?*

In this Class Action, Plaintiff sued on behalf of herself and all other similarly situated employees who were employed by Defendant as “Staff Geologist” or “Technician” in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MOON LAW GROUP, PC Kane Moon Lilit Ter-Astvatsatryan 1055 W. Seventh Street, Suite 1880 Los Angeles, CA 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	FISHER & PHILLIPS, LLP John A. Mavros Bret Martin 2050 Main Street, Suite 1000 Irvine, CA 92614 Telephone: (949) 851 2424 Facsimile: (949) 851 0152

The Court has decided that Moon Law Group is qualified to represent you and all other Class Members simultaneously.

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as a Class Member in California during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendant, for any the Released Claims as defined in Section No. 9 below, with the sole exception of any claim under the PAGA. If the Court approves the Settlement, any claim under the PAGA will be released regardless of whether you choose to opt out.
- **OBJECT:** You may mail a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from This Settlement” and “How Do I Object To The Settlement?”

Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (*i.e.*, “opt out”) by sending a timely opt out notice. You can submit a written document that includes the information described below. If you opt out of the Settlement, you will not be releasing the claims set forth in Section No. 9 (with the sole exception of any claims under the PAGA). The Exclusion Form must be signed, dated, and mailed by First Class U.S. Mail, **postmarked no later than [REDACTED], 2024 to: PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, [INSERT ADDRESS]**. You cannot exclude yourself by phone.

If you received a re-mailed Class Notice, whether by skip-trace or forwarded mail, your Response Deadline to postmark an Exclusion Form, or mail and serve an objection to the Settlement will be extended by ten (10) calendar days from the original Response Deadline. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. The Exclusion Form must: (a) include the Class Member's name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at [address] by [the Response Deadline]. The Objections must: (a) state the objecting person's full name, address, and telephone number and the name and address of counsel, if any; (b) have the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (f) be signed by the objecting Class Member or his or her attorney; and (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel and orally object to the Settlement. Any attorney who will represent an individual objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than fifteen (15) calendar days before the Final Approval hearing.

Class Members' timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Settlement Class members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before [the Response Deadline].

If the Court rejects the notice of objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns ("Released Parties").

A. Released Claims.

- i. Release by Plaintiff and Participating Class Members: Upon Effective Final Settlement Date the claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are all known and unknown claims, rights, demands, damages, liabilities and causes of action, in law or in equity, arising at any time during the Class Period alleged in the Complaint, or that could have been alleged based on the facts pleaded, including but not limited to California Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and the related applicable IWC Wage Orders. Released Claims include, but are not necessarily limited to, claims based on theories of misclassification as exempt from overtime, "off-the-clock" work, or automatically deducted meal periods; meal and rest breaks; failure to maintain accurate employment records; wage statement violations; separation pay violations; failure to reimburse business expenses; and unfair business practices.
- ii. Release by Class Members Who Are Aggrieved Employees and Plaintiff: All Class Members who are Aggrieved Employees and Plaintiff are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under the Settlement Agreement shall be up to but no more than one-hundred-thousand dollars (\$100,000.00) ("Total Consideration" or "TC").

The "Net Settlement Amount" or "NSA" means the portion of the Total Consideration available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to Plaintiff in an amount up to five-thousand dollars (\$5,000.00) for the prosecution of the Class Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Administration Costs to the Settlement Administrator in an amount up to three-thousand dollars (\$3,000.00); (3) the PAGA Payment of five thousand dollars (\$5,000.00), seventy-five percent (75%) of which shall be paid to the LWDA, and twenty-five percent (25%) of which shall be distributed to Eligible Aggrieved Employees, on a pro rata basis; (4) the Attorney Fee Award to Class Counsel in an amount not to exceed one-third (1/3) of the Total Consideration or thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$33,333.33), of the TC; and (5) payment to

Class Counsel of Cost Award in an amount not to exceed thirteen-thousand dollars (\$13,000.00) for litigation costs. All these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed among all Class Members who have not opted out. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) the number of weeks he or she worked as a Class Member during the Class Period based on the Class List provided by Defendant, divided by (ii) the total number of weeks worked by any and all Participating Class Members collectively, during the Class Period based on the same Class List, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties to the amount of weeks that he or she worked as a non-exempt employee during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on Defendant's records which show you worked [REDACTED] workweeks as a Class Member during the Class Period/PAGA Period

If you believe the number of eligible workweeks records is incorrect, you must provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. If you do not provide any documents supporting your dispute, the number of workweeks reported in Defendant's records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Any evidence submitted will be reviewed and the Class Counsel and Counsel for Defendant will make a final determination.

Ten percent (10%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining ninety percent (90%) of your Individual Settlement Share will be treated as non-wage statutory damages and interest, and will be paid pursuant to an IRS Form 1099.

No later than seventy-five (75) calendar days after the entry of the order granting final approval of the Settlement, Defendant shall deposit the Total Consideration by wiring the funds to the Settlement Administrator. Defendant shall also at this time provide any tax information that the Settlement Administrator needs to calculate each Participating Class Member's Individual Settlement Share.

Within seven (7) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the Administration Costs. The Settlement Administrator will also forward a check for the PAGA Payment to the LWDA for settlement of the PAGA claim.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (180)

calendar days after the checks are mailed, cancel the checks, and pay the amount to the Unclaimed Property Fund of the State's Controller's Office in your name.

11. *What is the PAGA Payment and Am I Eligible for it?*

Under the Settlement terms, five thousand dollars (\$5,000.00) is designated as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of California. The PAGA Payment consists of five thousand dollars (\$5,000.00) of the Total Consideration allocated to satisfy the PAGA claim as alleged in the Class Action. seventy-five percent (75%) of which, three thousand seven hundred fifty dollars (\$3,750.00), shall be paid to the LWDA, and (25%) of which, one thousand two hundred fifty dollars (\$1,250.00), shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below. Eligible Aggrieved Employees will share one thousand two hundred fifty dollars (\$1,250.00), proportional to the number of pay periods each Eligible Aggrieved Employee worked during the PAGA Period of November 4, 2020, to November 28, 2022.

You are an "aggrieved employee" eligible ("Eligible Aggrieved Employee") to share the PAGA Payment under the settlement, if you are an individual in the position of "Staff Geologist" or "Technician" in California at any time from November 4, 2020, through November 28, 2022. ("PAGA Period").

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to their proportional share, which will be based upon the total number of pay periods he or she was employed as a Class Member during the PAGA Timeframe. The individual share will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed during the PAGA Timeframe (*i.e.*, the sum of all pay periods of employment for each eligible aggrieved employee) and dividing that number into the one thousand two hundred fifty dollars (\$1,250.00), allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual eligible aggrieved employee's total number of pay periods employed as a non-exempt employee during the PAGA Timeframe to determine that individual's proportional share.

Settlement checks issued to the Eligible Aggrieved Employees pursuant to the Agreement shall expire one hundred eighty (180) days from the date they are issued by Defendant. Any unclaimed funds after the one hundred eighty (180) days shall be turned over to the Unclaimed Property Fund of the State's Controller's Office in your name.

Based on your total number of eligible pay periods, your estimated Individual Settlement Share for the PAGA Payment is \$ [REDACTED]. One hundred percent (100%) of this payment will be considered non-wage damages and will be issued an IRS form 1099 if it exceeds six-hundred dollars (\$600.00). You are responsible for paying any federal, state or local taxes owed as a result of this payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval. You will likewise receive your Individual Settlement Share for the PAGA Payment regardless of whether you opt out of the Class Settlement.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. Final Approval Hearing

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before the Honorable Kenneth Freeman, located in Department 14 of the Complex Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website [INSERT WEBSITE ADDRESS].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free.

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Los Angeles County Superior Court at 312 N. Spring Street, Los Angeles, CA 90012.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT 2

Kane Moon (SBN 249834)
Lilit Ter-Astvatsatryan (SBN 320389)
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
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E-mail: lilit@moonyanglaw.com

Attorneys for Plaintiff Rocio J. Maya Gonzzalez

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

ROCIO J. MAYA GONZZALEZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL ENGINEERING AND
CONSULTING GROUP, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 21STCV40584

CLASS AND REPRESENTATIVE ACTION

Assigned for all purposes to the Honorable
Kenneth R. Freeman, Department 14

PROOF OF SERVICE

PRELIMINARY APPROVAL HEARING

Date: May 28, 2023

Time: 10:00 A.M.

Action Filed: November 4, 2021

Trial Date: Not Set

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
4 a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the documents described as:

- 6 • **SUPPLEMENTAL DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFF'S**
7 **MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION**
8 **SETTLEMENT**
- 9 • **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY**
10 **APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

11 On the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to
12 interested parties as follows [or] ☐ as stated on the attached service list:

13 Bret Martin
14 **FISHER & PHILLIPS LLP**
15 2050 Main Street, Suite 1000
16 Irvine, California 92614
17 Telephone: (949) 851-2424
18 Facsimile: (949) 851-0152
19 bmartin@fisherphillips.com

20 **Labor & Workforce Development**
21 **Agency**
22 Attn. PAGA Administrator
23 1515 Clay Street, Ste. 801
24 Oakland, CA 94612
25 (Served via Labor and Workforce
26 Development Agency access portal)

27 Attorneys for Defendant NATIONAL
28 ENGINEERING AND CONSULTING
GROUP, INC.
(Served Via CaseAnywhere)

29 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement
30 of the parties to accept electronic service, I caused the documents to be sent
31 to the persons at the electronic service addresses listed above via third-
32 party cloud service **CASEANYWHERE**.

33 ☒ **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:**
34 By uploading a true copy of the foregoing document(s) to the Labor and
35 Workforce Development Agency access.

36 I declare under penalty of perjury under the laws of the State of California that the foregoing is
37 true and correct. Executed this **May 23, 2024** at Los Angeles, California.

38 Karen Castillo
Type or Print Name

/s/ Karen Castillo
Signature

EXHIBIT 3

MOON & YANG, APC

ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Allen Feghali, Esq.
Allen.Feghali@moonyanglaw.com

November 4, 2021

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

National Engineering and Consulting Group, Inc.
15 Hammond, Suite 309
Irvine, CA 92618

Notice of Labor Code Violations and PAGA Penalties

Re: ***Rocio J. Maya Gonzzalez v. National Engineering and Consulting Group***

To Whom It May Concern:

Please be advised that my office has been retained by Rocio J. Maya Gonzzalez ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, National Engineering and Consulting Group, Inc. ("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 Los Angeles 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 an Air Monitoring Technician from approximately July 2020 to November 2020, primarily in Los Angeles 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. Plaintiff and the Aggrieved Employees were misclassified as exempt, and were paid a salary. Plaintiff and the Aggrieved Employees should have been classified as non-exempt. This included time actually working regular shifts, and time outside of their regular shifts while communicating with Defendants and other employees through group chats and by phone. 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.

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. For example, Plaintiff and the Aggrieved Employees were required to use their own personal cellular telephones for work purposes, which included communicating with co-workers and Defendants, and to download work-related application to communicate, without reimbursement. Further, Plaintiff and the Aggrieved Employees regularly used their own vehicles for work, but Defendant did not fully reimburse them for all expenses related to the use of the vehicle, including mileage. 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).)

Further, Defendants included Plaintiff and the Aggrieved Employees' full social security numbers on some of the wage statements, while others only included the last four digits.

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 §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. 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.

Sincerely,

MOON & YANG, APC

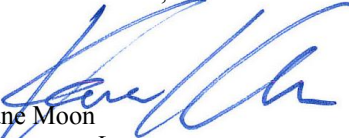

Kane Moon
Attorney at Law

EXHIBIT 4

Activities Export

10/02/2024

11:07 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/07/2024	\$	ACE ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Support Account	1.00	\$55.15	-	\$55.15
06/03/2024	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Support Account	1.00	\$171.00	-	\$171.00
05/30/2024	\$	Journal - PO ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Support Account	1.00	\$7.26	-	\$7.26
05/30/2024	\$	Journal - Notice ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Support Account	1.00	\$7.26	-	\$7.26
05/30/2024	\$	Journal ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Support Account	1.00	\$7.26	-	\$7.26
03/11/2024	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Andrea Marin	1.00	\$135.00	-	\$135.00
01/08/2024	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Andrea Marin	1.00	\$135.00	-	\$135.00
09/07/2023	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National	Andrea Marin	1.00	\$135.00	-	\$135.00

Activities Export

10/02/2024
11:07 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Engineering and Consulting Group (ED)					
06/01/2023	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Andrea Marin	1.00	\$165.00	-	\$165.00
04/20/2023	\$	Gonzalez v National Engineering ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Support Account	1.00	\$32.95	-	\$32.95
04/18/2023	\$	Gonzalez v National Engineer ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Support Account	1.00	\$7.26	-	\$7.26
04/17/2023	\$	Gonzalez v National Engineering ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Support Account	1.00	\$68.91	-	\$68.91
03/29/2023	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$135.00	-	\$135.00
12/05/2022	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$141.00	-	\$141.00
11/14/2022	\$	Journal ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Andrea Marin	1.00	\$7.26	-	\$7.26
							\$0.00 0.00h	\$12,537.12 0.00h

Activities Export

10/02/2024

11:07 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/03/2022	\$	Berger Consulting ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$1,050.00	-	\$1,050.00
09/06/2022	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$141.00	-	\$141.00
07/11/2022	\$	Journal ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$7.26	-	\$7.26
06/30/2022	\$	Case Anywhere ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$132.15	-	\$132.15
05/16/2022	\$	Journal ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$7.26	-	\$7.26
05/16/2022	\$	Journal ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$7.26	-	\$7.26
05/02/2022	\$	LASC ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$4.00	-	\$4.00
05/02/2022	\$	LASC ● Unbilled	01540-Gonzzalez Gonzzalez v. National	Seung Yang	1.00	\$4.00	-	\$4.00

Activities Export

10/02/2024
11:07 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Engineering and Consulting Group (ED)					
04/11/2022	\$	Mediation fee (p) ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$8,250.00	-	\$8,250.00
12/17/2021	\$	Journal ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$7.26	-	\$7.26
11/15/2021	\$	Ace ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$159.90	-	\$159.90
11/08/2021	\$	Complaint fee ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$1,481.72	-	\$1,481.72
11/08/2021	\$	LWDA ● Unbilled	01540-Gonzzalez Gonzzalez v. National Engineering and Consulting Group (ED)	Seung Yang	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$12,537.12 0.00h

EXHIBIT 5



CASE ASSUMPTIONS

Class Members	56
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	55
Subtotal Admin Only	\$3,000.00

Not-to-Exceed Total \$3,000.00

For 56 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

November 7, 2022

Case: Gonzzalez v. National Engineering and Consulting Group Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Lilit Ter-Astvatsatryan, Esq.

Firm: MOON & YANG, APC

Contact Number: (213) 232-3128

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 56 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	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$47.42	1	\$47.42
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$25.00	1	\$25.00
Total			\$304.42

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.25	56	\$14.00
Notice Packet & Opt-Out Form	\$1.50	56	\$84.00
Estimated Postage (up to 2 oz.)*	\$0.84	56	\$47.04
Total			\$245.04

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$2.50	11	\$28.00
Remail Notice Packets	\$1.50	11	\$16.80
Estimated Postage	\$0.84	11	\$9.41
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$159.21

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	1	\$100.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	1	\$55.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	1	\$85.00
Total			\$370.00

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	\$100.00	1	\$100.00
QSF Bank Account & EIN	\$100.00	1	\$100.00
Check Run Setup & Printing	\$100.00	1	\$100.00
Mail Class Checks *	\$2.00	55	\$110.88
Estimated Postage	\$0.61	55	\$33.82
Total			\$644.70

* 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	11	\$16.63
Case Associate	\$50.00	1	\$50.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$125.00	1	\$125.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$400.00	1	\$400.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 9 Total Class Members	\$100.00	1	\$300.00
Total			\$1,276.63
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$3,000.00



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. Additional class members are \$10.00 per opt-out.

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.

EXHIBIT 6

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444

6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 7

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
35.84% Locality Payment Included
Effective January 1, 2024

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,866	\$30,868	\$31,860	\$32,850	\$33,840	\$34,420	\$35,404	\$36,394	\$36,434	\$37,359
2	\$33,582	\$34,381	\$35,494	\$36,434	\$36,845	\$37,929	\$39,013	\$40,097	\$41,181	\$42,265
3	\$36,643	\$37,864	\$39,085	\$40,306	\$41,528	\$42,749	\$43,970	\$45,191	\$46,412	\$47,634
4	\$41,132	\$42,503	\$43,874	\$45,244	\$46,615	\$47,985	\$49,356	\$50,727	\$52,097	\$53,468
5	\$46,020	\$47,554	\$49,087	\$50,621	\$52,154	\$53,688	\$55,222	\$56,755	\$58,289	\$59,823
6	\$51,300	\$53,010	\$54,720	\$56,431	\$58,141	\$59,851	\$61,561	\$63,272	\$64,982	\$66,692
7	\$57,007	\$58,907	\$60,807	\$62,708	\$64,608	\$66,509	\$68,409	\$70,309	\$72,210	\$74,110
8	\$63,132	\$65,236	\$67,340	\$69,444	\$71,548	\$73,652	\$75,757	\$77,861	\$79,965	\$82,069
9	\$69,729	\$72,054	\$74,378	\$76,702	\$79,026	\$81,351	\$83,675	\$85,999	\$88,323	\$90,647
10	\$76,788	\$79,347	\$81,906	\$84,465	\$87,025	\$89,584	\$92,143	\$94,702	\$97,261	\$99,821
11	\$84,366	\$87,178	\$89,990	\$92,802	\$95,614	\$98,426	\$101,237	\$104,049	\$106,861	\$109,673
12	\$101,121	\$104,491	\$107,861	\$111,231	\$114,601	\$117,972	\$121,342	\$124,712	\$128,082	\$131,452
13	\$120,246	\$124,254	\$128,263	\$132,271	\$136,280	\$140,289	\$144,297	\$148,306	\$152,315	\$156,323
14	\$142,094	\$146,831	\$151,568	\$156,304	\$161,041	\$165,778	\$170,515	\$175,251	\$179,988	\$184,725
15	\$167,139	\$172,710	\$178,280	\$183,851	\$189,422	\$191,900 **	\$191,900 **	\$191,900 **	\$191,900 **	\$191,900 **
16	\$196,024	\$202,558	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *
17	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *
18	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 8

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.26% Locality Payment Included
Effective January 1, 2024

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,299	\$30,282	\$31,255	\$32,226	\$33,198	\$33,767	\$34,732	\$35,703	\$35,742	\$36,649
2	\$32,945	\$33,728	\$34,820	\$35,742	\$36,145	\$37,209	\$38,272	\$39,336	\$40,399	\$41,463
3	\$35,947	\$37,145	\$38,343	\$39,541	\$40,739	\$41,937	\$43,135	\$44,333	\$45,531	\$46,729
4	\$40,351	\$41,696	\$43,040	\$44,385	\$45,730	\$47,074	\$48,419	\$49,763	\$51,108	\$52,452
5	\$45,146	\$46,650	\$48,155	\$49,659	\$51,164	\$52,668	\$54,173	\$55,677	\$57,182	\$58,686
6	\$50,326	\$52,003	\$53,681	\$55,359	\$57,037	\$58,714	\$60,392	\$62,070	\$63,748	\$65,425
7	\$55,924	\$57,788	\$59,653	\$61,517	\$63,381	\$65,245	\$67,110	\$68,974	\$70,838	\$72,703
8	\$61,933	\$63,997	\$66,061	\$68,125	\$70,189	\$72,254	\$74,318	\$76,382	\$78,446	\$80,510
9	\$68,405	\$70,685	\$72,965	\$75,245	\$77,525	\$79,805	\$82,085	\$84,366	\$86,646	\$88,926
10	\$75,329	\$77,840	\$80,350	\$82,861	\$85,372	\$87,882	\$90,393	\$92,904	\$95,414	\$97,925
11	\$82,764	\$85,522	\$88,281	\$91,039	\$93,798	\$96,556	\$99,315	\$102,073	\$104,832	\$107,590
12	\$99,200	\$102,506	\$105,812	\$109,119	\$112,425	\$115,731	\$119,037	\$122,343	\$125,650	\$128,956
13	\$117,962	\$121,894	\$125,827	\$129,759	\$133,692	\$137,624	\$141,557	\$145,489	\$149,422	\$153,354
14	\$139,395	\$144,042	\$148,689	\$153,336	\$157,982	\$162,629	\$167,276	\$171,923	\$176,570	\$181,216
15	\$163,964	\$169,429	\$174,894	\$180,359	\$185,824	\$191,289	\$191,900 **	\$191,900 **	\$191,900 **	\$191,900 **
16	\$192,301	\$198,711	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *
17	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *
18	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *	\$204,000 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.