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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

IVAN MARQUEZ, individually and on
behalf of others similarly situated and as an
aggrieved employee and Private Attorney
General; FERNANDO SALGUERO,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

Plaintiffs,

vs.

COLLABERA, INC. a New Jersey
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2022-00010988-CU-OE-CTL

*Assigned for All Purposes to: Hon. Loren G.
Freestone, Dept. C-64*

**DECLARATION OF HEATHER DAVIS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: May 19, 2023
Hearing Time: 10:30 a.m.
Department: C-64

Complaint Filed: March 22, 2022
Trial Date: None Set

I, Heather Davis, declare as follows:

CLASS COUNSEL’S BACKGROUND AND EXPERIENCE

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike

1 and/or dismiss; removing actions from state court to federal court; drafting and responding to
2 written discovery; drafting and opposing discovery related motions; arguing discovery related
3 motions; drafting motions to consolidate related matters; interviewing putative class members and
4 obtaining declarations in connection with class certification; drafting oppositions to motions for
5 class certification; drafting motions for decertification following class certification; conducting
6 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of
7 prevailing at class certification and potential damages resulting from such claims; drafting
8 mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiff and
9 putative class members; deposing retained expert witnesses; and defending the depositions of
10 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception
11 of a matter through and beyond class certification.

12 6. During my practice in other jurisdictions and continuing today, I have been
13 primarily devoted to working in employment law and on complex class action and representative
14 litigation and multi-plaintiff work.

15 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
16 of employees against Employers in California involving claims relating to violations of the
17 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
18 premiums, failure to any meal and rest premiums and failure to provide accurate wage records.
19 The practice of employment law is a very specific, narrow field which requires diligence in an
20 ever-evolving field of substantive and procedural law.

21 8. Although not exhaustive, below is a representative list of several of the wage and
22 hour class actions that I performed substantial work on while I was an attorney with Littler
23 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
24 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action
25 settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United*
26 *Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica, Inc.*, 3:11-
27 CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v. Coldwell*
28 *Banker Residential Brokerage Co.*, BC417335, (Los Angeles Superior Court, class action

1 settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District
2 class action settlement).

3 9. Since opening my firm, I have served as lead counsel or co-class counsel in several
4 wage and hour class and/or representative actions seeking wages and penalties owed on behalf of
5 employees for which final approval of the settlement or class certification has been granted,
6 including, but not limited to the following:

- 7 • *Holzer v. Wedbush Securities, Inc.*, BC 550462 (Los Angeles Superior Court wage
8 and hour class action certifying class of independent contractors and appointing
9 Protection Law Group, LLP as class counsel);
- 10 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles Superior Court wage and
11 hour class action certifying class of all non-exempt employees and appointing
12 Protection Law Group, LLP as class counsel);
- 13 • *Morera v. Continental Assets Mgmt.*, BC502003 (Los Angeles Superior Court wage
14 and hour class action appointing Protection Law Group, LLP as class counsel in
15 settlement);
- 16 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497-VC (United States District Court,
17 Northern District of California, wage and hour class action settlement and
18 appointment Protection Law Group, LLP as class counsel in settlement);
- 19 • *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles Superior Court
20 wage and hour Class action appointing Protection Law Group, LLP as class counsel
21 in settlement);
- 22 • *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles Superior Court wage
23 and hour class action appointing Protection Law Group, LLP as class counsel in
24 settlement);
- 25 • *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court
26 wage and hour class action);
- 27 • *Glenn v. Decron Properties Corp.*, BC578035 (Los Angeles Superior Court wage and
28 hour class action appointing Protection Law Group, LLP as class counsel in

settlement);

- *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central District of California appointing Protection Law Group, LLP as class counsel in settlement);
- *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV530405 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Eiden v. Olive & June*, BC654685 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino Superior Court wage and hour

- class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American Arbitration Association wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement on behalf of class of 75,000+ putative class members);
 - *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Ramirez v. Western National Properties*, BC639319 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San Bernardino Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino Superior Court wage and hour class action appointing Protection Law Group, LLP as

- class counsel in settlement);
- *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
 - *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
 - *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
 - *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage

and hour class action appointing Protection Law Group, LLP as class counsel in settlement); and

- *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement).
- *Herrera et al. v. Anixter, Inc. et al.*, 30-2020-01142893-CU-OE-CXC (Orange County Superior Court approving Class Action and PAGA Settlement)
- *Alvarez v. 2H Construction, Inc.*, 21STCV05675 (Los Angeles County Superior Court approving Class Action and PAGA Settlement)
- *Bahena v. New Way Landscape & Tree Services*, 37-2020-00030533-CU-OE-CTL (San Diego County Superior Court approving Class Action and PAGA Settlement)
- *Gonzalez v. Vista Pacifica Enterprises, Inc.*, RIC2001557 (Riverside County Superior Court approving PAGA Settlement)
- *Alvarado v. Kiwi II Construction, Inc.*, RIC2001558 (Riverside County Superior Court approving PAGA Settlement)
- *Carrillo v. Weartech International, Inc.*, 30-2020-01151333-CU-OE-CXC (Orange County Superior Court approving Class Action and PAGA Settlement)
- *McCrumb v. Trifecta Management Group, Inc. et al.*, BCV-19-100621 (Kern County Superior Court approving Class Action and PAGA Settlement)
- *Andrade v. Dirt Movers, Inc.*, STK-CV-UOE-2021-0008346 San Joaquin County Superior Court approving Class Action and PAGA Settlement)

10. I am fully familiar with the legal and factual issues in the Action and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth above.

11. The Settlement presented here only resulted after having engaged in extensive informal discovery and investigation, and is the product of hard-fought litigation and extensive arms' length negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable, adequate, and in the best interests of the Class, PAGA Members, and State of California.

PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Description of the Parties

12. Defendant Collabera, Inc. is a New Jersey based organization that provides recruiting, staffing, consulting, and business services to clients throughout the country including clients in California. Collabera has provided staffing for clients throughout California and employs employees in a variety of non-exempt positions including Field Technicians, Customer Service Representatives, Clerks, Data Entry Specialists, Administrative Assistants, Network Engineers, amongst other positions.

13. Plaintiffs Ivan Marquez and Fernando Salguero were employed by Collabera as non-exempt employees during the Class Period. *See also* Declaration of Ivan Marquez (“Marquez Decl.”) and Declaration of Fernando Salguero (“Salguero Decl.”)

Procedural History

14. On March 18, 2020, Plaintiff Fernando Salguero provided notice to the California Labor Workforce and Development Agency (“LWDA”) LWDA of Defendant’s alleged unlawful practices pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code section 2698, et seq. (“PAGA”). Thereafter, on May 26, 2020, Plaintiff Salguero filed a representative complaint under the Private Attorneys General Act with the Los Angeles Superior Court (“*Salguero Action*”).

15. Following the filing of the *Salguero Action*, on March 4, 2022, Plaintiff Ivan Marquez separately provided notice to the LWDA of his intent to seek PAGA Penalties. Thereafter, on March 22, 2022, Plaintiff Marquez filed this action with the San Diego Superior Court as a putative class and representative action against Defendant Collabera Inc. Plaintiff Marquez’s original complaint alleged eight causes of action for violations of the California Labor Code including: (1) Violation of Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of Labor Code §204 (Wages Not Timely Paid During Employment);

(7) Violation of Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); and (8) Violation of Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses)

16. On March 28, 2022, Plaintiff Salguero agreed to dismiss his separate representative PAGA action and jointly proceed with the Marquez Action. Thereafter, on May 12, 2022, Plaintiff Marquez filed the operative First Amended Complaint adding an additional cause of action under the Private Attorneys General Act and adding Plaintiff Salguero as a proposed class and PAGA representative

17. Prior to reaching a settlement in this matter each side apprised the other of their respective factual contentions, legal theories, and defenses, and the Parties engaged in extensive arms-length negotiations.

Discovery and Investigation

18. As part of the *Salguero* Action, the Parties propounded and responded to formal discovery. All of this discovery, once combined in this Action was used to evaluate the claims and defenses asserted here.

19. Moreover, prior to reaching a settlement Plaintiffs reviewed substantial informal discovery. The documents and discovery reviewed by Plaintiffs and their Counsel prior to settlement included all relevant personnel policies including Defendant's policies regarding meal periods, rest periods, overtime, and other relevant policies, time data for Plaintiffs and other putative class members, thousands of pages of payroll records, and job titles of the putative class members and a description of their job duties. Defendant also provided information regarding the number of putative class members and the workweeks and pay periods at issue.

20. Plaintiffs thoroughly analyzed each of the documents produced in order to estimate the amount of wages owed and Defendant's potential liability. Plaintiffs have obtained sufficient discovery on both liability and damages to apprise the Court of the fairness of the settlement. Based on the information secured, the Settlement is fair, reasonable, and adequate, given the inherent risk of litigation, the risks and time of any potential appeals, and the costs of pursuing such litigation.

Mediation and Settlement Efforts

21. The Parties in the *Salguero* Action originally mediated the *Salguero* Action in April 2021, with Jeffrey Ross, Esq. a highly respected mediator with substantial experience mediating wage and hour issues including both class and PAGA actions. Following the filing of this action, and the addition of the alleged class claims, the Parties reengaged Jeff Ross to assist in further settlement discussions and with the help of the mediator were able to reach a global resolution regarding the alleged class and PAGA claims. Thereafter, the Parties extensively negotiated the terms of the long form settlement agreement and on July 28, 2022, fully executed a long form settlement agreement. A true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit 1** (herein after “Settlement” or “Settlement Agreement”).

22. On October 26, 2022, the Parties entered into the First Amendment to the Joint Stipulation of Class Action and PAGA Settlement in order to correct discrepancies within the Agreement. A true and correct copy of the First Amendment to the Joint Stipulation of Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit 2**.

23. On November 22, 2022, Plaintiffs filed for preliminary approval of this Settlement Agreement.

24. On December 16, 2022, the Court executed the Order granting Preliminary Approval of Class Action Settlement and certified the Class for settlement purposes, and directed that notice be provided to the Class.

THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION

25. The Settlement Administrator for this matter is ILYM Group, Inc. (“Settlement Administrator”) as approved by the Court.

26. My office provided the Settlement Administrator with the Court-approved text for the Notice of Settlement on December 19, 2022. The Notice of Settlement included the formula for determining the estimated sum to be paid to each individual from the Net Settlement and stated each Class Members’ estimated Individual Settlement Payment.

27. On January 23, 2023, counsel for Defendant provided the Settlement

1 Administrator with the Class Mailing List. ILYM informed me that the class list contained 2,560
2 class members who worked a total of 95,009 workweeks between March 22, 2019, and December
3 16, 2022.

4 28. On February 10, 2023, ILYM informed my office that the Notice of Settlement
5 packets were mailed to all 2,560 Class Members.

6 29. To date, ILYM has informed me that there have been no objections to the
7 Settlement, only 5 requests for exclusion, and no workweek disputes. The deadline for Class
8 Members to submit workweek disputes, request exclusion from, or object to the Settlement was
9 April 11, 2023. *See* ILYM Decl. ¶¶ 11-13.

10 30. According to the terms of the Settlement Agreement, Defendant shall fund the
11 Total Settlement Amount within fourteen (14) calendar days of the Effective Date (as defined in
12 the Settlement Agreement). Within ten (10) calendar days of full funding of the Total Settlement
13 Amount by Defendant, the Settlement Administrator will issue payments for: (1) Settlement
14 Checks for all Participating Class Members and all PAGA Members; (2) the PAGA Penalties to
15 the LWDA; (3) the Service Awards to Plaintiffs Ivan Marquez and Fernando Salguero; (4) Class
16 Counsel's Fees and Costs; and (5) Settlement Administration Costs. *See* Settlement Agreement
17 Sections D & F.

18 **REASONABLENESS OF THE TERMS OF THE SETTLEMENT**

19 31. Plaintiffs seek final approval of a Class and PAGA Settlement with Defendant.
20 The Settlement provides for: (1) a Total Settlement Amount of \$2,500,000.00; (2) attorneys' fees
21 in the amount of \$875,000.00 to Class Counsel; (3) actual litigation costs and expenses incurred
22 by Class Counsel in the amount of \$20,601.46 (4) payment of \$500,000.00 in PAGA penalties
23 including \$375,000.00 to the LWDA and \$125,000.00 to non-exempt employees who worked for
24 Defendant in California during the PAGA Period; (5) payment of \$33,770.00 to the Settlement
25 Administrator ILYM Group, Inc.; (6) the requested Service Awards of \$7,500.00 to Plaintiff Ivan
26 Marquez; and (6) the requested Service Awards of \$7,500.00 to named Plaintiff Fernando
27 Salguero. The result is a Net Settlement Amount ("NSA") of \$1,055,628.54 which will be
28 distributed to a Class consisting of 2,555 participating class members who worked for Defendant

as non-exempt, hourly-paid employees in California at any time from March 22, 2019, through December 16, 2022.

32. The preliminarily approved settlement is the result of intense and hotly contested litigation between the Parties. Prior to entering the settlement now before the Court, the Parties exchanged formal discovery in the *Salguero* Action and reviewed extensive informal discovery including a sampling of time records, payroll records, written policies including Defendant's wage and hour policies, and other relevant documents and information regarding the putative class. My office spent a substantial amount of time researching and investigating the alleged claims. This included legal research regarding the applicable Labor Code Sections reviewing and analyzing thousands of pages of documents including Class Members' time and payroll records, as well as Defendant's relevant employment policies, practices, and procedures. My office conducted a class-wide assessment and analysis of potential damages and analysis and investigation permitted my office to effectively and intelligently negotiate the Settlement.

33. Reaching an agreement in this matter was not easy. The relationship between the parties was adversarial and at many points during the litigation settlement seemed unlikely. The Parties were assisted throughout the settlement negotiations by Jeff Ross, Esq. a highly respected mediator with extensive experience mediating wage and hour class actions and with the help of the mediator were able to reach a global resolution of the alleged Class and PAGA claims. At all times the settlement negotiations were arms-length non-collusive, and adversarial. At all times Defendant maintained that it had complied with California wage and hour laws. Similarly, if this matter had not resolved, Plaintiffs were prepared to vigorously litigate this dispute including through class certification and trial.

34. Based on my experience, and as discussed extensively in Plaintiffs' motion for preliminary approval, I believe this settlement represents a fair and reasonable compromise of the class's claims against Defendant. Defendant vigorously contested its liability and raised defenses regarding whether these claims were appropriate for class certification and the merits of the individual claims. This included arguments regarding the potential for individualized issues with respect to Plaintiffs' meal period claims, rest period claims, and claims regarding off-the-clock

1 work.

2 35. Based on my experience litigating similar and complex matters and the history of
3 this litigation I would reasonably expect a vigorous and lengthy defense to both class certification
4 and merits absent a settlement with substantial risk that class members could be forced to wait
5 years and incur additional costs for the same or possibly worse result. The substantial economic
6 uncertainty of businesses during the Covid-19 pandemic only highlights the value of such a
7 guaranteed result.

8 36. The lack of any objections to the terms of the proposed Settlement and
9 participation by more than 99% of the Class also supports the reasonableness of the proposed
10 Settlement.

11 37. Accordingly, the factors assessed by Class Counsel both here and in the motion
12 for preliminary approval, strongly support the conclusion that the Settlement is not only presumed
13 fair but is reasonable.

14 **CLASS COUNSEL'S FEES**

15 38. Class Counsel seek attorneys' fees in the amount of \$875,000.00, which is thirty-
16 five percent (35%) of the Total Settlement Amount. The percentage award of the attorneys' fees
17 is commensurate with: (1) the economic risk Class Counsel took in commencing the Action on a
18 contingency basis, knowing that there would likely be a long battle with a premier defense firm;
19 (2) the time, effort and expense dedicated to the Action; (3) the skill and determination the Action
20 has required; (4) the results have achieved throughout the litigation; and (5) the value of the
21 settlement achieved for Class Members, the Aggrieved Employees, and State of California.

22 39. Protection Law Group, LLP is a small law firm specifically devoted to the
23 representation of employees against employers in California involving claims relating to
24 violations of the California Labor Code, including claims for failure to pay all wages owed, failure
25 to pay overtime premiums, failure to pay meal and rest premiums and failure to provide accurate
26 wage records. The practice of employment law is a very specific, narrow field which requires
27 diligence in an ever-evolving field of substantive and procedural law. Class Counsel have devoted
28 significant time and attention to this matter on a contingent basis. The significant time and

1 attention spent on this matter was time we could not spend on other cases or clients.

2 40. As discussed above, my office undertook extensive investigation, analysis, and
3 research prior to filing both this matter and the *Salguero* Action, during litigation, mediation, and
4 after reaching a tentative agreement. This included attending client meetings; propounding and
5 responding to formal and informal discovery; attending hearings with the Court; extensively
6 meeting and conferring with Defendant's Counsel on various discovery issues, contacting
7 putative class members, and conducting legal research on unanticipated and remote legal
8 defenses. Class Counsel analyzed hundreds of pages of documents, and thousands of pages of
9 time and payroll data and communicated with dozens of class members. Further, Class Counsel
10 participated in case strategy and analysis, drafting, reviewing, revising pleadings, and negotiating
11 the proposed settlement. Class Counsel participated in extensive negotiations at mediation and
12 for weeks following the mediation to reach a settlement. A settlement was achieved despite all of
13 the obstacles that had to be overcome, because Class Counsel used their complex wage-and-hour
14 litigation experience and skills to obtain the Settlement.

15 41. In addition to the time and effort required, the Action also required substantial skill
16 to litigate. Defendant retained well-respected counsel and denied liability. Defendant and its
17 counsel felt very strongly about its ability to ultimately prevail in the Action and mounted several
18 defenses that posed significant threats to class certification and the manageability of the Action
19 at trial, challenged the theories of Class Counsel, and posed problems moving forward.

20 42. There were also substantial risks with respect to this matter that Class Counsel
21 were required to evaluate and overcome before reaching a successful settlement. For instance,
22 Defendant raised issues with Plaintiffs' meal and rest period claims. Although Plaintiffs maintain
23 that Defendant maintained unlawful meal period policies and practices, Defendant argued its
24 policies and practices were lawful. Defendant also argued that individualized issues existed with
25 respect to any alleged violations. Class Counsel had to consider that the Court could find validity
26 to this individualized proof defense. Similarly, there were substantial risk that the class would
27 ultimately be unable to recover or prove damages for their minimum wage and overtime claims.
28 These claims were primarily based on off-the-clock work and the lack of records made proving

1 damages with sufficient certainty a legitimate concern. This case was also unique, and proving
2 the alleged claims particularly challenging, in light of the fact that Defendant assigns employees
3 to clients in a variety of different industries and a wide range of job positions. These differences
4 meant that the job duties and work experience of the class members could vary considerably based
5 on their role and the client they were assigned to. Defendant contended these issues would prevent
6 Plaintiffs from successfully recovering on these claims which were a major focus of the litigation
7 Despite this, Class Counsel achieved a substantial settlement, against experienced defense
8 counsel, in a case where legitimate defenses exist.

9 43. Additionally, the case was litigated on a contingent basis. Had Class Counsel not
10 been successful the time devoted to this matter would have been for naught and Class Counsel
11 would not have received any fee or any reimbursement for any of the expenses incurred on behalf
12 of the Class. Class Counsel have borne all the risks and costs of litigation and will not receive any
13 compensation until recovery is obtained in the Action. Circumstances can arise swiftly and for
14 reasons beyond any parties' control. Class Counsel could have invested years of time and effort,
15 and they could ultimately have received no compensation for. This risk is a relevant factor when
16 considering the reasonableness of Class Counsel's requested fee.

17 44. Plaintiffs agreed to a fee of thirty-five percent (35%), and this has not been
18 objected to by any member of the Class. I am aware that the common and acceptable rate for
19 representation in wage-and-hour class action litigation is normally twenty-five (25) to forty (40)
20 percent. A fee of thirty-six percent (35%) is appropriate here because of the excellent result
21 achieved for the Class, the Aggrieved Employees, and State of California despite the substantial
22 risks described above including the risk that the Class Members, Aggrieved Employees and State
23 of California could recover nothing at all.

24 45. While the requested fee is a proper and commonly requested percentage of the
25 common fund, the fee request is also justified under a simple lodestar analysis.

26 46. Including myself, Protection Law Group currently includes ten (10) attorneys, all
27 of whom actively and continuously represent plaintiffs in employment class actions and
28 representative actions, in Superior Courts throughout the State of California, in the Court of

1 Appeal, and in various Federal courts. Because of the unique history and nature of our practice,
2 all of the attorneys at Protection Law Group have a high level of knowledge and experience in
3 labor and employment law. Besides myself, the following attorneys at Protection Law Group
4 worked on the settlement approval motions and the preparation of the settlement documents:

- 5 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
6 Nayebdadash received his Bachelor of Arts degree from University of California,
7 Los Angeles and a Juris Doctor degree from Pepperdine University School of Law.
8 He was admitted to practice law in California in November of 2004, and has been
9 admitted to practice in all federal district courts in the State of California. Prior to
10 founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler
11 Mendelson, P.C., the largest labor and employment law firm in the United States. In
12 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the
13 inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his
14 practice on the representation of employees against employers in California. Mr.
15 Nayebdadash has extensive experience in all aspects of employment litigation, with
16 a focus on wage and hour class and representative action, including, but not limited
17 to taking and defending depositions, briefing and arguing motions, preparing for
18 class certification, negotiating complex wage and hour settlements, trial and appeal.
- 19 b. D. Luke Clapp – Senior Associate at Protection Law Group, LLP. Mr. Clapp
20 received his Bachelor of Arts degree from Macalester College, and a Juris Doctor
21 degree from Indiana University Maurer School of Law. He was admitted to practice
22 law in California in December of 2015, and has also been admitted to the Central
23 District of California. Since being admitted to California State Bar, Mr. Clapp’s
24 practice has focused on the representation of employee plaintiffs in complex wage
25 and hour class and representative actions. Mr. Clapp has extensive in briefing and
26 arguing motions, managing written discovery, preparing for class certification, and
27 drafting mediation briefs and complex wage and hour settlements.
- 28 c. S. Emi Minne – (Former) Senior Counsel for Protection Law Group, LLP. Ms.

1 Minne received her Bachelor of Arts degree from University of California, Los
2 Angeles in 2001 and a Juris Doctor degree from UCLA School of Law in 2007. She
3 was admitted to practice law in California in December of 2007, and has been
4 admitted to practice in all federal district courts in the State of California. Since
5 being admitted to California State Bar, Ms. Minne's practice has focused exclusively
6 on the representation of employee plaintiffs, with a particular expertise in
7 management of complex wage and hour class and representative actions. Ms. Minne
8 has extensive experience in all aspects of litigation including, but not limited to
9 taking and defending depositions, briefing and arguing motions, preparing for class
10 certification, and oversight of complex wage and hour settlements. During her
11 employment with Protection Law Group Ms. Minne was responsible for supervising
12 a team of attorneys at Protection Law Group

13 d. Kristen Tojo – Senior Associate at Protection Law Group, LLP. Ms. Tojo received
14 her graduated from the University of California, Los Angeles and received her law
15 degree from the University of the Pacific, McGeorge School of Law. She
16 was admitted to practice law in California in July 2016. Since being admitted to
17 the California State Bar, Ms. Tojo's practice focuses exclusively on representing
18 employees in their labor and employment disputes and representing plaintiffs in
19 complex wage and hour class and representative actions. Ms. Tojo has broad
20 experience in case management from initial intake through trial. She also has
21 extensive experience briefing and arguing motions, managing written discovery,
22 preparing for class certification, and drafting mediation briefs and complex wage
23 and hour settlements.

24 e. Jeffrey Jimenez – Associate at Protection Law Group, LLP. Mr. Jimenez received
25 his Bachelor of Arts degree from the University of California at Irvine and a Juris
26 Doctor degree from Southwestern School of Law. Mr. Jimenez was admitted to
27 practice in California in August 2021 and is admitted to practice law in the Southern
28 District of California Federal Court. Since being admitted to the California State

1 Bar, Mr. Jimenez's practice has focused on the representation of employee plaintiffs
2 in complex wage and hour class and representative actions. Mr. Jimenez has
3 extensive experience briefing motions, written discovery, and many other aspects of
4 complex wage and hour disputes.

- 5 f. Arnel Tan – Associate at Protection Law Group, LLP. Mr. Tan received his Bachelor
6 of Arts degree in 1996 and his Juris Doctor degree from the Ateneo de Manila
7 University in the Philippines in 2000. He was admitted to practice law in California
8 in December 2010, and has also been admitted to the Central District of California.
9 Since being admitted to the California State Bar, Mr. Tan has represented a wide-
10 range of plaintiffs in personal injury cases as well as employees in their
11 discrimination, harassment, retaliation and unlawful termination cases. Mr. Tan has
12 extensive practice experience briefing and arguing motions, managing discovery,
13 and drafting mediation briefs and settlement agreements. Since joining Protection
14 Law Group, LLP in March 2022, Mr. Tan's practice has centered on representing
15 employee plaintiffs in complex wage and hour class and representative actions.

16 47. My current billing rate and the actual rate I charge clients on an hourly basis is
17 \$800 per hour. My partner, Mr. Nayebdadash's current billing rate and the actual rate he charges
18 clients on an hourly basis is \$725 per hour. Mr. Clapp is a Senior Associate with Protection Law
19 Group and has a current billing rate of \$600 per hour. When Ms. Minne was employed with
20 Protection Law Group her final billing rate with the firm was \$650 per hour. Ms. Tojo, a Senior
21 Associate with Protection Law Group currently bills at a rate of \$500. Jeffrey Jimenez is an
22 Associate with Protection Law Group with a current billing rate of \$375 per hour. Finally, Arnel
23 Tan, an Associate with the firm has a current billing rate of \$500 per hour While the
24 overwhelming majority of my firm's practice is contingency-based, this is the actual rate we
25 charge billing clients if retained on an hourly basis to handle employment-law related issues.

26 48. Based on my familiarity with prevailing market rates for work of similar
27 complexity in California, including my extensive involvement in fee application work on my own
28 behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market

rate for work of similar complexity performed by attorneys of similar skill and experience. I have extensive knowledge of the prevailing hourly rates in the community for work of similar nature and complexity to the work in this case. My experience and knowledge in this regard comes from a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my familiarity with fee application orders in other cases; and (c) my independent research and knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity with rates charged in other law firms; and (d) my independent reading and research regarding law firm billing rates.

49. As such, it is my opinion that our requested hourly rates of \$800.00 for myself, \$725.00 for Mr. Nayebdadash, \$600.00 for Mr. Clapp, \$650 for Ms. Minne, \$500 for Ms. Tojo and Mr. Tan, and \$375 for Mr. Jimenez, and the use of a blended rate of at least \$650.00 for Protection Law Group based on the work performed in this matter is well within the range of a reasonable rates for attorneys of our skill, knowledge, experience, and ability.

50. Protection Law Group has spent a total of 564 hours on litigating both this matter and the earlier *Salguero* Action. Applying a blended rate of \$650.00 per hour, this results in a total lodestar value of \$366,600.00 for Protection Law Group. Attached hereto as **Exhibit 3** is a time and task sheet detailing the estimated hours spent on the different tasks associated with the Action.

51. Further, I believe the use of a multiplier of approximately 2.39 is appropriate in conjunction with the estimated lodestar value.

52. Based on my on my experience multipliers up to four times the estimated lodestar value of a case is commonly awarded by both California and Federal Courts. Far greater multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that “range from 2 to 4 or even higher.” *Wershba*, supra, 91 Cal.App.4th at 255 (emphasis added); See also, e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123

(approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-check multipliers ranging from 4.5 to 19.6).

53. Here, the use of a multiplier is appropriate in light of (1) the outstanding results obtained on behalf of the Class Members, PAGA Members, and State of California; (2) the difficult questions involved and skill displayed by Class Counsel in obtaining this outstanding result; and (3) the contingent risk assumed by Class Counsel.

54. As noted above, the Action was litigated on a contingent basis, meaning Class Counsel bore all the risks should the Action have failed and still bear the risk of taking whatever actions are necessary if Defendant fails to pay.

55. Further, despite being litigated on a contingent basis, the Action involved analysis and investigation regarding complex questions surrounding class certification and required substantial investigation and complex data analysis to determine Defendant's underlying practices.

56. Given the complex nature of these claims and daunting legal challenges, I believe there are very few law firms who could have obtained the settlement obtained here by my office and co-counsel. My office and co-counsel have devoted themselves to pursuing and understanding these types of cases and were able litigate this matter despite risks that may have dissuaded other counsel from pursuing this case.

57. I believe that the efforts of my office and co-counsel have resulted in substantial benefits to the Settlement Class, in the form of a substantial settlement fund established to compensate Class Members for Defendant's wage and hour violations. Through the efforts of Class Counsel and Plaintiffs in the Action, a fair and reasonable resolution has been reached that includes a non-reversionary settlement payment by Defendant of \$2,500,000.00. I am informed and believe that, without the efforts of my office and co-counsel, the Labor Code and Wage Order violations alleged in the Complaints would have gone completely unremedied. The \$875,000.00 in fees provided for in the Settlement is therefore reasonable given the result achieved.

CLASS COUNSEL’S COSTS

58. To date, Class Counsel have borne all risks and costs of litigation and will not receive any compensation until recovery is obtained by Plaintiffs and the participating members of the Settlement Class. Protection Law Group has incurred \$20,601.46 to date. These costs were necessary for the resolution of the Action. I would request that the Court award Protection Law Group \$20,601.46 to cover the costs and expenses associated with this litigation. Attached hereto as **Exhibit 4** is a costs sheet detailing the various costs incurred by Protection Law Group associated with the Action as of April 2023. See Settlement Agreement Section D ¶2.

PLAINTIFFS’ REPRESENTATIVE SERVICE AWARD

59. Here, the requested \$7,500.00 service award each to named Plaintiffs Ivan Marquez and Fernando Salguero is justified. It is very common in my experience for Class and PAGA Representatives to recover approximately \$7,500.00 as an incentive/service award. Here, the amount is justified because of the extensive time Plaintiffs have spent and the assistance they provided to Class Counsel for the past years. Plaintiffs have been intimately involved in the prosecution of the Action and served as an indispensable resource to Class Counsel. Plaintiffs have taken actions throughout the litigation to protect the interests of those they now represent. Plaintiffs provided valuable information regarding the allegations, kept themselves informed of the development of the matter, and participated in decisions concerning the Action. See Declaration of Ivan Marquez (“Marquez Decl.”) ¶¶ 3-9, 13 and Declaration of Fernando Salguero (“Salguero Decl.”) ¶¶ 3-10, 13. The information and documentation provided by Plaintiffs were instrumental in establishing the wage and hour violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without their active participation.

60. Plaintiffs have also agreed to a much broader release of all claims they may have against Defendant rather than the more limited release agreed to by the Class. As such, I believe they deserve to be compensated for this much broader release of all known and unknown claims.

61. Additionally, Plaintiffs face actual risks with their future employment and new careers by putting themselves on public record in an employment lawsuit. As this Court is aware,

prospective employers conduct searches on job applicants. One type of search is to learn about applicant's litigation history. These searches are easy to run on the internet and relatively inexpensive. Plaintiffs also faced the potential imposition of costs if the lawsuit was unsuccessful.

62. As a result of Plaintiffs' actions, 2,560 employees have had the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about or been willing to pursue on their own.

63. As such, Plaintiffs did more than simply lend their names for the lawsuit, and I believe they each deserve the requested Class Representative Service Award.

PAYMENT TO THE SETTLEMENT ADMINISTRATOR

64. The Settlement Agreement calls for the award of up to \$33,770.00 to the Settlement Administrator, ILYM, for the costs associated with administration of the settlement. The Settlement Administrator is performing these services for \$33,770.00. The Settlement Administrator is a necessary third-party who has performed substantial services on behalf of the putative class including sending the notice and the administration of future settlement payments. Accordingly, I would request that the Court award ILYM \$33,770.00 for the services performed in the Action.

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

Executed on April 27, 2023.

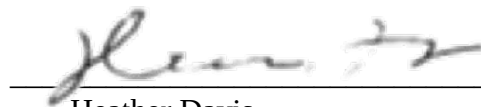

Heather Davis

Exhibit 1

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Attorneys for Defendant
COLLABERA, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

IVAN MARQUEZ, individually and on
behalf of others similarly situated and as an
aggrieved employee and Private Attorney
General; FERNANDO SALGUERO,
individually and on behalf of others
similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiffs,

vs.

COLLABERA INC., a New Jersey
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2022-00010988-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO:
Hon. John S. Meyer

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: March 22, 2022
Trial Date: None

Plaintiff Ivan Marquez (“Plaintiff”) and Defendant Collabera, Inc. (Defendant”) (together referred to collectively as the “Parties”) hereby submit, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions.

A. DEFINITIONS

As used in this Joint Stipulation of Class Action and PAGA Settlement (“Joint Stipulation,” “Settlement Agreement,” or “Agreement”), the following terms shall have the meanings specified below. To the extent terms or phrases used in this Joint Stipulation are not specifically defined below, but are defined elsewhere in the Joint Stipulation, they are incorporated by reference into this definition section.

1. “Action” shall mean the Operative Complaint that was filed in the Superior Court of the State of California for the County of San Diego and any amendments thereto as of the date of the filing of the Motion for Preliminary Approval, bearing Case No. 37-2022-00010988-CU-OE-CTL.

2. “Class” or “Class Members” shall mean all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.

3. “Class Participant(s)” shall mean any and all members of the class except those who timely request exclusion (i.e., who elect to “opt out”) as provided herein.

4. “Class Period” is the time period from March 22, 2019 through the Workweeks Threshold Date (defined below) or the date of preliminary approval of the proposed settlement, whichever arrives first.

5. “Class Representatives”, “PAGA Representatives” or “Named Plaintiffs” or “Plaintiffs” shall mean Plaintiffs Ivan Marquez and Fernando Salguero.

6. “Class and PAGA Settlement” or “Settlement” shall mean the settlement embodied in this Joint Stipulation, which is subject to Court approval.

7. “Complaint” or “Operative Complaint” shall mean the First Amended Complaint filed against Defendant by Plaintiffs Ivan Marquez and Fernando Salguero, Case No. 37-2022-00010988-CU-OE-CTL filed in the Superior Court of the State of California for the County of San Diego.

8. “Court” shall mean the Superior Court of California for the County of San Diego.

1 **9.** “Defendant” shall mean Collabera, Inc.

2 **10.** “Defense Counsel,” “Counsel for Defendant,” or “Defendant’s Counsel” shall mean
3 Rebecca Aragon, Keith Jacoby and Cliff Martin of the law firm of Littler Mendelson, P.C. located at
4 2049 Century Park East, 5th Floor, Los Angeles, CA 90067.

5 **11.** “Class Counsel” or “Plaintiff’s Counsel” shall mean Heather Davis and Amir
6 Nayebdadash of the law firm of Protection Law Group, LLP.

7 **12.** “Effective Date” shall mean the date this Agreement is approved as provided herein
8 and the Court’s order granting Final Approval and entry of Judgment becomes final and is no longer
9 appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean
10 the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal
11 of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61
12 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of
13 by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and
14 judgment, the day after the last date for filing a request for further review of the order and judgment
15 approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and
16 the order approving this Agreement is affirmed and further review of the order is requested, the day
17 after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

18 **13.** “Final Approval Date” shall mean the date upon which the Court enters an Order
19 approving the Class and PAGA Settlement, after having determined that the Class and PAGA
20 Settlement is fair, adequate, and reasonable to the Class as a whole, following: (i) notice to the Class;
21 (ii) an opportunity to submit timely exclusion or objections to the non-PAGA portion of the
22 Settlement; and (iii) a hearing on the fairness of the terms of the Settlement.

23 **14.** “Final Approval Hearing” shall mean the final hearing held by the Court to ascertain
24 the fairness, reasonableness, and adequacy of the Class and PAGA Settlement.

25 **15.** “Individual PAGA Payment” shall mean the pro-rata share of the PAGA penalties
26 allocated to the settlement of the PAGA Claims to which each PAGA Employee is entitled from the
27 PAGA Fund, which will be based on the number of Pay Periods the PAGA Employee worked during
28 the PAGA Period. Individual PAGA Payments will be calculated by dividing the number of Pay

Periods worked by the PAGA Employee during the PAGA Period by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and multiplying this number by the PAGA Fund allocated to the PAGA Employees.

16. “LWDA” means the California Labor and Workforce Development Agency.

17. “Net Class and PAGA Settlement Amount” or “Net Settlement Amount” means the Total Settlement Amount less the Settlement Administrator’s Expenses, the Service Payment to Plaintiff, the PAGA Fund, and Class Counsel’s attorneys’ fees (not to exceed 30% of the Total Settlement Amount) and costs, subject to approval by the Court.

18. “Notice Packet” shall mean the Notice of Class Action and PAGA Settlement and Opt-Out Form, collectively.

19. “Opt-Out(s)” shall mean any and all eligible Class Members who timely and validly request exclusion from the Settlement of the Released Class Claims in accordance with the terms of this Agreement and as contained in the Notice Packet. PAGA Employees will still be bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal.4th 969. Requests for exclusion do not apply to the Released PAGA Claims and will not be effective to preclude the release of the Released PAGA Claims.

20. “Opt-Out Form” or “Exclusion Form” shall mean a document that the Class Member is required to mail to the Settlement Administrator, as set forth in the form of **Exhibit B** attached hereto, postmarked no later than the Response Deadline, which will be indicated on the Settlement Class Notice, to exclude himself or herself from the non-PAGA portion of the Class and PAGA Settlement.

21. “Parties” shall mean Plaintiffs and Defendant.

22. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

23. “PAGA Employees” shall mean all non-exempt employees who worked for Defendant in California during the PAGA Period.

24. “PAGA Claims” shall mean all claims for PAGA penalties on behalf of Plaintiffs, similarly aggrieved employees and the State of California, during the PAGA Period defined below.

1 **25.** “PAGA Fund” means the gross amount of Five Hundred Thousand dollars (\$500,000)
2 which the parties have allocated for PAGA penalties for the alleged Labor Code violations. Seventy-
3 five percent (75%) of the PAGA Fund (*i.e.*, \$375,000) shall be paid to the LWDA, and the remaining
4 twenty-five percent (25%) (*i.e.*, \$125,000) shall be paid pro rata based on Pay Periods worked by
5 PAGA Employees during the PAGA Period.

6 **26.** “PAGA Period” means from March 19, 2019 to the date of final approval of the Class
7 and PAGA settlement.

8 **27.** “Participating Settlement Employees” means all Class Participants and PAGA
9 Employees.

10 **28.** “Pay Period(s)” shall mean any pay period(s) during which a PAGA Employee worked
11 at least one day of the pay period and was not on vacation or leave of absence for the entire workweek.

12 **29.** “Preliminary Approval” means the Court Order preliminarily approving this Joint
13 Stipulation, authorizing the mailing of the Notice Packet by the Settlement Administrator, and setting
14 the date of the Final Approval Hearing.

15 **30.** “Preliminary Approval Date” means the date upon which the Court enters an order
16 preliminarily approves this Joint Stipulation, pending notice, an opportunity to submit objections, and
17 a fairness hearing thereon.

18 **31.** “Preliminary Approval Hearing” shall mean the hearing held on the Motion for
19 Preliminary Approval of Class Action Settlement.

20 **32.** “Released Class Claims” means all claims alleged or that could have been alleged based
21 on the operative facts pled in the First Amended Complaint on a classwide basis. The release of the
22 Class Claims shall be effective at all times during the entirety of the Class Period.

23 **33.** “Released PAGA Claims” means all PAGA Claims that were actually alleged or could
24 have been alleged in the First Amended Complaint by Plaintiffs, on behalf of the State of California,
25 themselves, and PAGA Employees based on the facts and theories described in the March 18, 2020
26 and March 4, 2022 letters sent to the LWDA by Plaintiffs. The release of the Released PAGA Claims
27 shall be effective during the entirety of the PAGA Period.

28 **34.** “Released Parties” shall mean Defendant and each of its respective parents,
5.

1 subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment
2 bankers, accountants, insurers, attorneys and any past, present or future officers, directors and
3 employees), predecessors, successors, and assigns.

4 **35.** “Response Deadline” means the deadline by which Class Members must postmark
5 valid Opt-Out Forms and written objections to or disputes regarding the Settlement to the Settlement
6 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
7 Notice Packet by the Settlement Administrator. The Response Deadline will be extended ten (10)
8 calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
9 Administrator.

10 **36.** “Service Payment” shall mean any additional monetary payment provided to the Class
11 Representative for his efforts on behalf of the Class in this Action.

12 **37.** “Settlement Administrator” shall mean the company known as ILYM, a qualified,
13 third-party settlement administrator, which the Parties have agreed, subject to court approval will be
14 responsible for administration of the Settlement and related matters.

15 **38.** “Settlement Administrator’s Expenses” means all costs and expenses relating to the
16 administration of the Settlement pursuant to the terms of this Agreement, described in detail in
17 paragraph (C)(3) below. All additional expenses related to the payment of the Second Settlement
18 Installment defined herein shall be borne by Defendant and shall not be paid out of the Total Settlement
19 Amount.

20 **39.** “Settlement Class Notice” shall mean the Notice of Class Action and PAGA
21 Settlement, as set forth in the form of **Exhibit A** attached hereto, or as otherwise approved by the
22 Court, which is to be mailed to the Class Members and PAGA Employees as part of the Notice Packet
23 (defined below).

24 **40.** “Settlement Fund Account” shall mean the Qualified Settlement Fund, as defined by
25 the Internal Revenue Code, established pursuant to the terms of this Joint Stipulation from which all
26 monies payable under the terms of this Joint Stipulation shall be paid, as set forth herein.

27 **41.** “Settling Parties” shall mean the Plaintiffs, Participating Settlement Employees and
28 Defendant.

1 **42.** “Total Individual Class Settlement Payment” or “Individual Class Settlement
2 Payment” shall mean the amount to be distributed to any and each Class Participant as described
3 herein.

4 **43.** “Total Settlement Amount” or “Total Settlement Payment” shall mean the total amount
5 that Defendant will pay to resolve this Action, based on the aggregation of the agreed-upon settlement
6 value of individual claims, which is Two Million Five Hundred Thousand Dollars and no cents
7 (\$2,500,000.00), and which includes the payments to the Class Participants and the PAGA Employees,
8 the Settlement Administrator’s Expenses, the Service Payment to the Class Representative, payment
9 to the LWDA for PAGA penalties, and Class Counsel’s attorneys’ fees and costs. Defendant will pay
10 its share of applicable employer-side payroll taxes on the wage portion of the Settlement payments
11 separately and in addition to the Total Settlement Amount. In no event will Defendant be required to
12 pay more than the Total Settlement Amount as part of this Agreement.

13 **43.** “Workweek(s)” shall mean any and all weeks during the Class Period that a Class
14 Participant worked at least one day of the week and was not on vacation or leave of absence.
15 Workweeks of Class Members who exclude themselves from the Settlement will not be included in
16 the total number of Workweeks worked by all Class Participants for purposes of calculating Individual
17 Class Settlement Payments.

18 **B. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

19 **1. Investigation, Discovery, and Research**

20 Class Counsel have conducted investigation, discovery, and research during the prosecution of
21 the Action. Such efforts included, among other things: (a) conducting a thorough pre-filing
22 investigation; (b) propounding a comprehensive set of written discovery requests and deposing a
23 person most knowledgeable designated by Defendant; (c) inspecting and analyzing data and
24 documents produced by Defendant pertaining to Plaintiffs and the putative class members;
25 (d) interviewing putative class members; (e) analyzing the legal arguments made by Defendant; (f)
26 preparing an analysis of potential class-wide damages and constructing a damages model;
27 (g) researching the applicable law with respect to the claims asserted in this Action and the potential
28 defenses thereto; and (h) participating in a mediation with mediator Jeffrey Ross. Thus, the Parties

1 have engaged in sufficient investigation, discovery, and research to assess the relative merits of the
2 Class Representative's claims and Defendant's defenses to them.

3 **2. Allegations of the Class Representative and Benefits of Settlement**

4 The investigation and discovery conducted in this matter were adequate to give the Class
5 Representatives and Class Counsel a sound understanding of the merits of their position and to
6 evaluate the value of the Class Claims. This Settlement was reached after extensive arm's-length
7 negotiations between the Parties in this action and a prior action, including mediation and extensive
8 post-mediation settlement discussions. The information obtained from investigation and discovery as
9 well as information exchanged for mediation was sufficient to reliably assess the merits of the
10 respective Parties' positions and to compromise the issues on a fair and equitable basis.

11 The Class Representatives and Class Counsel believe that the causes of action, allegations, and
12 contentions asserted in the Action have merit. However, they recognize and acknowledge the expense
13 and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant
14 through trial and through appeals. Class Counsel have taken into account the uncertain outcome and
15 the risk of continued litigation in complex actions such as this, as well as the difficulties and delays
16 inherent in such litigation, and the potential difficulty certifying and maintaining the Action as a class
17 action. Class Counsel are also mindful of the inherent problems of proof under, and possible defenses
18 to, the claims alleged in the Action. Class Counsel believe that the Settlement set forth in this Joint
19 Stipulation confers substantial benefits upon the Class Participants and PAGA Employees, and that an
20 independent review of this Joint Stipulation by the Court during the approval process will confirm this
21 conclusion. Based on their own independent investigation and evaluation, Class Counsel have
22 determined that the Settlement set forth in the Joint Stipulation is in the best interest of the Class
23 Representative and Class Members.

24 **3. Defendant's Denial of Wrongdoing and Benefits of Settlement**

25 Defendant has denied and continues to deny, generally, each and all claims and contentions
26 alleged by the Class Representative in the Action. Defendant has expressly denied and continues to
27 deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements,
28 acts, or omissions alleged in the Action. Nonetheless, Defendant has concluded that further litigation

of the Action would be protracted and expensive and has determined that it is desirable and beneficial to it that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Joint Stipulation. Taking into account the uncertainty and risks inherent in any litigation, especially in a complex case such as this Action, Defendant has determined that settling the Action in the manner set forth in this Agreement will limit further expense, inconvenience, and distraction and to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in a complex case such as the Action. Defendant has, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Joint Stipulation.

4. Intent of the Settlement

The Class and PAGA Settlement set forth herein intends to achieve the following: (1) entry of an Order approving the terms of this Joint Stipulation and granting the monetary relief set forth herein to the Participating Settlement Employees; (2) entry of judgment; and (3) discharge of Released Parties from liability for any and all Released Claims.

C. PROCEDURAL ISSUES

1. Binding Settlement

This Settlement Agreement shall bind the Parties, all PAGA Employees as to the release of Released PAGA Claims, and all Class Participants as to the release of Released Class Claims, subject to the terms and conditions herein and the Court's approval. Approval of the settlement of both the PAGA and the Class Claims is required for this Joint Stipulation to be valid. **If the Court declines to approve the settlement of either the PAGA or the Class Claims, this Joint Stipulation is void except for the provisions of the Parties returning to their status quo with respect to the waiver of arbitration set forth in Paragraph D7 below**

2. Duty of Defendant to Inform Plaintiffs' Counsel Of Threshold Date

The Parties have agreed that this Settlement is based on an estimated number of workweeks in the Class Period through March 13, 2022 of 88,040. Similarly, the Parties considered the estimated

number of Pay Periods worked by Aggrieved Employees through March 13, 2022 to be 49,210. The Parties have agreed to seek preliminary approval of the Class Action and PAGA based on these numbers but have allotted a ten percent (10%) increase so that as long as no more than 10% of the workweeks or pay periods have increased by preliminary approval, there will be no closing of the Class Period or PAGA Period until Preliminary Approval. In order to determine that this Threshold has not been met prior to Preliminary Approval, Defendant will gather the data and confirm that the Threshold has not been met within 30 days of the execution of this Joint Stipulation and send such data to the Claims Administrator for confirmation. If the threshold has not been met Defendant will confirm the same at the preliminary approval providing the end date to the Court if earlier.

3. Preliminary Approval

Class Counsel will submit this Joint Stipulation to the Court along with the Motion for Preliminary Approval of Class Action Settlement. In connection with their filing of the Motion for Preliminary Approval, Plaintiffs and Class Counsel shall notify the LWDA of the existence of the Settlement in accordance with California law.

4. Settlement Administrator

The third-party company known as ILYM (the "Settlement Administrator") will act as the Settlement Administrator. The Settlement Administrator will perform address verification measures; format, prepare, translate, and mail the Notice Packets; account for Opt-Outs and objections; calculate and distribute payments to Participating Settlement Employees; perform accounting and maintenance of the Settlement Fund Account; post the necessary information (*i.e.*, regarding the judgment) on the Settlement Administrator's website; resolve any differences between Defendant's payroll records and information provided by Participating Settlement Employees; prepare a report for the Court indicating the total amount that was actually paid to Participating Settlement Employees; administer and pay unclaimed and/or uncashed checks pursuant to Code of Civil Procedure § 384; prepare and issue checks to Class Counsel for attorneys' fees and costs; prepare and issue the Service Payment check to the Class Representative; calculate, administer, and submit all tax-related documents pertaining to the Settlement; and address any other issues related to the administration of the Settlement.

On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and

1 Defendant's Counsel updating them as to the name and number of Opt-Out Forms received as well as
2 any disputes or objections submitted by Class Members or PAGA Employees. The Settlement
3 Administrator will serve on Class Counsel and Defendant's Counsel via e-mail date-stamped copies
4 of the original Opt-Out Forms, challenges, and objections no later than five (5) court days after their
5 receipt. The Settlement Administrator will provide Class Counsel with a declaration setting forth the
6 results of the settlement administration no later than five (5) court days after the Response Deadline.

7 All the Settlement Administrator's fees and costs for administration of the Settlement shall be
8 paid from the Total Settlement Amount, except that the costs associated with the Second Installment
9 Payment shall be borne separately by Defendant alone. The Settlement Administrator's Expenses, to
10 be paid from the Total Settlement Amount, are currently estimated to be \$_____ and will not exceed
11 \$50,000.

12 **5. Notice to Class Members and PAGA Employees**

13 Notice shall be provided to Class Members and PAGA Employees in the following manner:
14 Within fourteen (14) business days of Preliminary Approval of the Settlement, Defendant shall provide
15 the Settlement Administrator with the names, most current mailing addresses and telephone numbers,
16 and social security numbers of all Class Members, as well as the respective workweeks at issue with
17 respect to the Class Claims and the number of Pay Periods worked by each PAGA Employee during
18 the PAGA Period in a readable MS Excel spreadsheet (collectively "Class List and Data").

19 Within fourteen (14) businessdays of receipt of the Class List and Data, the Settlement
20 Administrator shall mail the Notice Packet to all identified Class Members and PAGA Employees via
21 first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search
22 based on the National Change of Address Database ("NCOA") for information to update and correct
23 for any known or identifiable address changes. It will be conclusively presumed that, if an envelope
24 containing the Settlement Class Notice has not been returned before the end of the 60-day opt-out
25 period, the Class Member and/or PAGA Employee received the Settlement Class Notice. If a Notice
26 Packet is returned as undeliverable, without a forwarding address, the Settlement Administrator will
27 promptly (within three (3) court days of receiving the undeliverable Notice Packet) perform a "skip-
28 trace" to attempt to obtain an updated address. If a new address is obtained by way of a returned

1 Notice Packet or skip-trace, the Settlement Administrator shall promptly (no later than three (3) court
2 days of receiving the undeliverable Notice Packet or obtaining the skip-trace results) forward the
3 original Notice Packet to the new address via first-class regular U.S mail. Those Class Members
4 and/or PAGA Employees who were re-mailed the Notice Packet will be given an additional ten (10)
5 calendar days after the 60-day Response Deadline to opt out of or postmark objections to or disputes
6 regarding the Settlement. The Parties agree to cooperate with the Settlement Administrator to locate
7 a more recent address for Class Members and/or PAGA Employees, where necessary. The Notice
8 Packet will include, but shall not be limited to: information regarding the nature of the lawsuit; a
9 summary of the substance of the Settlement; the Class definition; a description of the Settlement
10 administration procedure; the deadline for eligible Class Members to submit Opt-Out Forms and
11 objections; the date for the Final Approval Hearing; and the formula used to calculate Total Individual
12 Class Settlement Payments and Individual PAGA Payments. The Settlement Class Notice shall
13 include the time period during which the Class Member and/or PAGA Employee worked during the
14 Class Period and/or PAGA Period (according to Defendant's timekeeping and/or payroll records) and
15 the Class Member's and/or PAGA Employee's estimated Total Individual Class Settlement Payment
16 and/or Individual PAGA Payment. The Settlement Class Notice shall afford the Class Member and/or
17 PAGA Employee the opportunity to challenge the number of Workweeks and/or Pay Periods reflected
18 in Defendant's timekeeping and payroll records and to provide evidence supporting any such
19 challenge. If a Class Member is not also a PAGA Employee, the Settlement Class Notice will inform
20 the Class Member of that fact and explain that, based on the dates of employment (or time in the
21 requisite position), the employee is not eligible for an Individual PAGA Payment. The Opt-Out Form
22 shall allow the Class Member to elect exclusion from the settlement of the Released Class Claims but
23 does not allow a PAGA Employee to exclude himself or herself from the settlement of the Released
24 PAGA Claims.

25 Compliance with the notice procedures specified in this Settlement Agreement shall constitute
26 due and sufficient notice to Class Members and PAGA Employees of this Settlement and shall satisfy
27 the requirements of due process. Nothing else shall be required of, or done by, the Parties, Class
28 Counsel, or Defense Counsel to provide notice of the proposed Settlement. In the event the procedures

1 in this Settlement Agreement are followed and the intended recipient of a Settlement Class Notice still
2 does not receive the Settlement Class Notice, the intended recipient shall remain a Participating Class
3 Member and/or PAGA Employee and will be bound by all terms of the Settlement and any Final
4 Approval Order entered by the Court upon the Effective Date.

5 **6. Submission of Claim Form Unnecessary to Participate in Settlement**

6 Unless the Class Member submits a valid and timely Opt-Out Form to the Settlement
7 Administrator, postmarked by the Response Deadline, the Class Member will automatically be mailed
8 a check for his or her pro-rata share of the Net Settlement Amount. If a Class Member does not want
9 to participate in the Class portion of this Settlement and wants to avoid being bound by the non-PAGA
10 Settlement terms, the Class Member must sign his or her Opt-Out Form and submit it to the Settlement
11 Administrator, postmarked by the Response Deadline. Notwithstanding the submission of a timely
12 request for exclusion, PAGA Employees will still be bound by the settlement and release of the
13 Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009)
14 46 Cal.4th 969. Requests for exclusion do not apply to the PAGA Claims and will not be effective to
15 preclude the release of the PAGA Claims.

16 If the Settlement Administrator receives an incomplete or deficient Opt-Out Form, the
17 Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall
18 provide the Class Member with fourteen (14) calendar days to cure the deficiency. If the Settlement
19 Administrator does not receive a cured Opt-Out Form, postmarked by the last day of the 14-day cure
20 period, the Class Member will be deemed not to have excluded himself or herself from the Settlement
21 and will be bound by the Settlement.

22 **7. Objections to the Settlement**

23 To object to the Settlement, a Class Member must submit his or her objection in writing,
24 signed, and dated to the Settlement Administrator, postmarked by the Response Deadline. For any
25 written objection to be valid, it must include: (a) the objector's full name, signature, address, and
26 telephone number; (b) the words "Notice of Objection" or "Objection;" (c) a clear reference to the title
27 of this case and case number; (d) a clear and concise written statement of all factual arguments
28 supporting the objection, accompanied by any legal support for the objection; (d) copies of any papers,

1 briefs, or other documentary evidence upon which the objection is based as well as true and correct
2 copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (e) a list of
3 any witness(es) the objector may call to testify at the Final Approval Hearing.

4 Participating Settlement Employees may (but are not required to) appear at the Final Approval
5 Hearing, either in person or through their own counsel. The failure to file and serve a written objection
6 does not waive a Participating Settlement Employee's right to appear at and make an oral objection at
7 the Final Approval Hearing.

8 Any Class Member who opts out may not object to the Settlement. Any Class Member who
9 does not opt out will become a Class Participant and will still be bound by the Settlement even if he
10 or she objects to the Settlement and his or her objection is overruled.

11 **8. Disputes Regarding Administration of Settlement**

12 Class Members and PAGA Employees may dispute the information provided in their Notice
13 Packets. Disputes must be in writing, postmarked by the Response Deadline, and submitted to the
14 Settlement Administrator via first-class U.S. mail. To the extent a Class Member or PAGA Employee
15 disputes the number of Workweeks or Pay Periods he or she has been credited or the amount of his or
16 her Individual Class Settlement Payment or Individual PAGA Payment, the Class Member or PAGA
17 Employee must produce and submit evidence to the Settlement Administrator, showing that the
18 disputed information is inaccurate. Absent evidence rebutting the information contained in
19 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
20 Member or PAGA Employee produces evidence to the contrary, the Parties will evaluate the evidence
21 submitted by the Class Member or PAGA Employee and will make the final decision as to the number
22 of Workweeks or Pay Periods with which the Class Member or PAGA Employee should be credited
23 and/or as to the Individual Class Settlement Payment or Individual PAGA Payment to which the Class
24 Member or PAGA Employee may be entitled.

25 The Settlement Administrator shall attempt to resolve any other dispute concerning the
26 administration of the Settlement. Any dispute not resolved by the Settlement Administrator shall be
27 resolved by the Court. Defendant's records shall control the disposition of any dispute.

28 **9. Reminder of Opt-Out & Objection Deadlines**

Not more than thirty (30) calendar days, but not fewer than twenty-five (25) calendar days, after mailing of the original Notice Packet, the Settlement Administrator shall mail one reminder postcard, which shall include the estimated Total Individual Class Settlement Payment and/or Individual PAGA Payment, as well as contact information for the Parties' Counsel and the Settlement Administrator, to all Class Members who have not submitted an Opt-Out Form, to remind them of the deadline. The postcard shall be mailed to such Class Members via first-class regular U.S. mail, using the most current mailing address information then available for the Class Members.

D. SETTLEMENT TERMS

Total Settlement Amount

The Total Settlement Amount that Defendant will pay to resolve this Action, based on the aggregation of the agreed-upon settlement value of individual claims, is Two Million Five Hundred Thousand Dollars (\$2,500,000.00), which includes the payments to the Class Participants, the Settlement Administrator's Expenses, the Service Payment to the Plaintiffs, the PAGA Fund, and Class Counsel's attorneys' fees and costs. Defendant will pay the applicable employer-side payroll taxes on the wage portion of the settlement payments separately and in addition to the Total Settlement Amount. The settlement shall be fully funded within fourteen (14) calendar days from the Effective Date.

1. Class Representative Service Payment

Defendant will not oppose the Class Representative's application to the Court for the Class Representative's Service Payment of up to Seven Thousand Five Hundred Dollars (\$7,500) each to be paid out of the Total Settlement Amount. To the extent the Court approves less than the requested amount of the Service Payments, the difference between the requested and awarded amounts will be added to the amount to be distributed to the Class Participants.

In consideration of the mutual covenants and promises set forth herein, as of the Effective Date, the Class Representatives fully release and discharge Defendant and the other Released Parties from any and all claims that the Class Representatives now has or claim to have or which the Class Representatives at any time heretofore had or claimed to have or which the Class Representatives at any time hereafter may have or claim to have, known or unknown, arising out of or related to any act,

omission, event, fact, or other thing that existed or occurred on or before Preliminary Approval. Without limiting the generality of the foregoing, and in addition to the foregoing, the Class Representatives specifically and expressly releases to the maximum extent permitted by law any claims against Defendant and the Released Parties, occurring prior to Preliminary Approval, arising out of or related to violations of any federal or state employment discrimination laws, including the California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the federal Family and Medical Leave Act; the California Family Rights Act; the Americans With Disabilities Act; the National Labor Relations Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as claims arising out of or related to violations of the provisions of the California Labor Code; the California Civil Code; the California Government Code; California Wage Orders; the California Business & Professions Code, including California Business & Professions Code section 17200, *et seq.*; PAGA; state and federal wage-and-hour laws; breach of contract; fraud; misrepresentation; common counts; unfair competition; unfair business practices; negligence; defamation; infliction of emotional distress; and any other state or federal law, rule, or regulation. The Class Representative also waives any and all rights conferred upon him under section 1542 of the California Civil Code, which provides as follows:

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.

This release does not include any pending claims for workers' compensation benefits that the Class Representatives may have against Defendant, or any other claim that cannot be released by law. Any Class Representative Service Payment approved by the Court shall be paid to the Class Representatives from the Total Settlement Amount and shall be in addition to any distribution to which he may otherwise be entitled as a Class Participant and PAGA Employee. The Class Representative's Service Payments shall not be considered wages, and the Settlement Administrator shall issue the Class Representative an IRS Form 1099 reflecting such payment.

1 **2. Class Counsel's Attorneys' Fees and Costs**

2 Defendant will not oppose the Class Representative's application to the Court for attorneys'
3 fees of thirty-five percent (35%) of the Total Settlement Payment and costs not to exceed Forty
4 Thousand Dollars (\$40,000). Class Counsel's fees and costs, approved by the Court, shall encompass:
5 (a) all work performed and costs incurred by Class Counsel in representing Plaintiffs and the putative
6 class through the date of this Joint Stipulation; (b) all work to be performed and costs to be incurred
7 in connection with obtaining final approval from the Court of the terms of this Joint Stipulation; and
8 (c) all work and costs, if any, incurred in connection with administering the Settlement through the
9 conclusion of the Action. To the extent the Court approves less than the requested amount of Class
10 Counsel's fees and costs, the difference between the requested and awarded amounts will be added to
11 the amount to be distributed to the Class Participants. Defendant shall bear its own attorneys' fees
12 and costs incurred for the Action.

13 **3. PAGA Fund and Payment to Labor and Workforce Development Agency**

14 The Parties agree to allocate Five Hundred Thousand Dollars (\$500,000.00) of the Total
15 Settlement Payment for settlement of claims for civil penalties under PAGA, Labor Code § 2699, *et*
16 *seq.* Pursuant to Labor Code Section 2699(i), 75% of that amount, or Three Hundred Seventy Five
17 Thousand Dollars (\$375,000.00), will be paid to the Labor and Workforce Development Agency. The
18 remaining 25%, or One Hundred Twenty Five Thousand Dollars (\$125,000.00), will be distributed to
19 PAGA Employees on a pro-rata basis based on the number of Pay Periods they worked during the
20 PAGA Period as the Individual PAGA Payments. The PAGA Fund shall be treated as miscellaneous
21 income, which shall be reported on an IRS Form 1099 without withholdings.

22 **4. Class Participant Distribution Formula**

23 After deducting the amounts for Settlement Administrator's Expenses, the Class
24 Representative's Service Payment, the PAGA Fund, and Class Counsel's awarded attorneys' fees and
25 costs, the balance of the Total Settlement Payment ("Net Settlement Amount") will be distributed as
26 follows:

27 (a) Calculation of Total Individual Class Settlement Payments

28 Each Class Participant's Total Individual Class Settlement Payment for the Class Period will

1 be based on a ratio of the Class Participant's Workweeks worked to the total Workweeks worked by
2 all Class Participants. The Individual Class Settlement Payments will be calculated by dividing the
3 Class Participant's Workweeks by the Workweeks worked by all Class Participants and multiplying
4 this number by the Net Settlement Amount allocated to the Class Participants. Any workweeks during
5 which the Class Participant did not work at all (leave, sick time, vacation) shall be excluded from his
6 or her workweek count. A portion of this resulting amount will be subject to tax withholdings, as
7 described below.

8 (b) Uncashed Checks

9 The Parties agree that no part of the Total Settlement Amount will revert to Defendant. The
10 Class Participants and PAGA Employees shall have one-hundred eighty (180) calendar days to deposit
11 or otherwise cash their settlement checks. This 180-day period will be counted from the postmark
12 date of the checks' initial mailing to Class Participants and PAGA Employees by the Settlement
13 Administrator.

14 If any settlement checks are returned as undeliverable and without a forwarding address, the
15 Settlement Administrator shall promptly (within three (3) calendar days of receiving the undeliverable
16 settlement check(s)) conduct a skip-trace search to find the most up-to-date mailing address(es). If a
17 new address is obtained, either by way of an undeliverable settlement check with a forwarding address
18 or by skip-trace, the Settlement Administrator shall promptly (no later than three (3) court days of
19 receiving the undeliverable settlement check or obtaining the skip-trace results) forward the settlement
20 check to the new address via first-class regular U.S mail. If any settlement checks are not deposited or
21 cashed within ninety (90) calendar days of initial mailing by the Settlement Administrator, the
22 Settlement Administrator will send a reminder postcard indicating that unless the check is deposited
23 or cashed within the next ninety (90) calendar days, it will expire and become non-negotiable. The
24 reminder postcard will also offer to replace the Class Participant's or PAGA Employee's settlement
25 check if the check was lost or misplaced.

26 Funds that remain in the Settlement Fund Account after 180 days due to Class Participants'
27 and PAGA Employees' failure to deposit or cash their settlement checks will be sent to the cy pres
28 recipient, the State Bar Impact Fund, consistent with California Code of Civil Procedure section 384.

(c) Treatment of Total Individual Class Settlement Payments and Payroll Tax Obligations

All Total Individual Class Settlement Payments will be allocated as follows: thirty percent (30%) to the settlement of claims for wages, thirty percent (30%) to the settlement of claims for interest, and forty percent (40%) to the settlement of claims for penalties. The Settlement Administrator shall calculate the payroll taxes, including, but not limited to, Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes associated with the wage portion of the Total Individual Class Settlement Payments made to each Class Participant. The employee's share of payroll taxes shall be withheld by the Settlement Administrator and paid to the appropriate governmental agencies. The employer's share of payroll taxes will be paid separately by Defendant. For purposes of calculating payroll taxes, the Parties agree, for purposes of this Settlement Agreement only and for no other purpose, that thirty percent (30%) of each Total Individual Class Settlement Payment shall constitute wages subject to standard withholdings.

The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and the Class Participants and PAGA Employees are not relying on any statement or representation by the Parties, Class Counsel, or Defendant's Counsel in this regard. Class Participants and PAGA Employees will be responsible for the payment of all taxes and penalties assessed on the payments specified herein.

The Parties acknowledge and agree that: (1) no provision of this Joint Stipulation, and no written communication or disclosure between or among the Parties, Class Counsel, or Defendant's Counsel 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 Joint Stipulation; (b) has not entered into this Joint Stipulation 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 advisor to any other party

1 to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
2 adviser to any other party has imposed any limitation that protects the confidentiality of any such
3 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
4 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
5 including any transaction contemplated by this Joint Stipulation.

6 **5. Deadline to Fund the Settlement Fund Account**

7 The Settlement Fund Account shall be funded within fourteen (14) calendar days of the
8 Effective Date.

9 **Release of Claims by Class Participants**

10 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, and upon
11 the full funding of the Settlement, by automatic effect of this Joint Stipulation, each Class Participant
12 shall release and discharge Defendant and the other Released Parties from Released Class Claims.

13 **6. Release of Claims by PAGA Employees**

14 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, and upon
15 the full funding of the Settlement, all PAGA Employees shall release and discharge the Defendant and
16 the other Released Parties from Released PAGA Claims, irrespective of whether that PAGA Employee
17 validly requests exclusion from the settlement of Released Class Claims. An opt-out does not affect
18 the release of PAGA Claims under this Agreement.

19 **NULLIFICATION OF THE JOINT STIPULATION**

20 **7. Non-Approval of the Settlement Stipulation**

21 If: (a) the Court should for any reason fail to approve any material term of this Settlement in
22 the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in the
23 Action, or (c) the judgment is reversed, modified, or declared or rendered void, then this Settlement
24 Agreement shall be considered null and void, and neither this Settlement, nor any of the related
25 negotiations or proceedings, shall be of any force or effect, and all Parties to this Settlement Agreement
26 shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither
27 entered into nor filed with the Court. However, if the Settlement is not approved, the Parties' agree
28 that Defendant has waived any right to compel or seek arbitration of this Action. The Parties agree

1 that any invalidation or failure to approve this Settlement shall not affect the agreement by the Parties
2 that this Action shall proceed in civil court. Neither party shall seek to compel arbitration of this
3 Action upon the denial of approval of this Settlement. As an exception to this provision, Defendant
4 may raise as a defense to the participation in this Action in connection with class certification
5 proceeding or a summary judgment or trial as to class members other than the named Plaintiffs. In the
6 event Defendant issues new arbitrations agreements, this Settlement shall not in any way affect
7 Defendant's right to invoke and/or compel arbitration with respect to any newly hired employees
8 entering into such arbitration agreements from the date of entry of that agreement forward. In the
9 event that Defendant breaches this provision and seeks to move to compel this Action to arbitration,
10 Defendant waives the right to object to a class/PAGA arbitration on behalf of all potentially aggrieved
11 employees that could have been represented in this Action. If any party violates this provision and is
12 successfully challenged by the other party, that prevailing party may recover its attorney's fee for
13 bringing such a challenge. Invalidation of any material portion of this settlement shall invalidate this
14 Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining
15 provisions of the Settlement are to remain in full force and effect.

16 The Court's failure to approve Class Counsel's attorneys' fees and costs or the Service
17 Payment to the Class Representative in the amounts stated herein, or any procedural change to the
18 settlement administration procedures set out herein required by the Court shall not be considered an
19 invalidation of a material portion of the Settlement under this section. Moreover, a reallocation of the
20 Settlement allocations between the Class Participants and the PAGA Employees required by the Court
21 shall not be considered an invalidation of a material portion of the settlement under this section, so
22 long as the Total Settlement Amount does not change. Failure to ultimately approve both the settlement
23 of the Class Claims and the PAGA claims is material and shall void the agreement.

24 **8. Opt-Outs**

25 If the number of workweeks attributable to opt outs exceeds more than ten percent (10%) of
26 the workweeks, Defendant will have, at its sole election, the option of voiding this Agreement.

27 **E. FINAL APPROVAL HEARING**

28 At the Final Approval Hearing, Class Participants shall move the Court for an order finally
21.

1 approving the terms of the Joint Stipulation, certifying the Class for settlement purposes, finding the
2 terms of the Joint Stipulation as being fair, reasonable, and adequate to the Class Participants, and
3 approving the settlement and release of the Released PAGA Claims by PAGA Employees. Plaintiffs
4 Counsel agree to submit to the Court such pleading and/or evidence as may be required for the Court's
5 determination.

6 **F. PAYOUT AFTER FINAL APPROVAL**

7 All funds, including all Individual Class Settlement Payments, all Individual PAGA Payments,
8 Class Counsel's attorneys' fees and costs, the Class Representative's Service Payment, the PAGA
9 Fund, and the Settlement Administrator's Expenses, shall be distributed by the Settlement
10 Administrator within ten (10) calendar days of full funding of the Total Settlement Amount by
11 Defendant.

12 **G. DUTIES OF THE PARTIES**

13 **1. Mutual Full Cooperation**

14 The Parties agree to cooperate fully with each other to accomplish and implement the terms of
15 this Joint Stipulation. Such cooperation shall include, but not be limited to, execution of such other
16 documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of
17 this Joint Stipulation and/or revising this Joint Stipulation to comply with the above-entitled Court's
18 requests. The Parties shall use their best efforts, including all efforts contemplated by this Joint
19 Stipulation and any other efforts that may become necessary by Court Order, or otherwise, to
20 effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after execution
21 of this Joint Stipulation, Class Counsel, with the cooperation of Defendant and its counsel, shall tak'e
22 all necessary and reasonable steps to secure the Court's Final Approval of the terms of this Joint
23 Stipulation.

24 **2. Duty to Support and Defend the Settlement**

25 The Parties agree that the terms of the Joint Stipulation are fair and reasonable and will so
26 represent to the Court. In addition, the mediator may, at her discretion, execute a declaration
27 supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its
28 discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair and
22.

1 reasonable. The Parties agree to abide by all the terms of the Joint Stipulation in good faith, to support
2 the Settlement fully, and to use their best efforts to defend this Settlement from any legal challenge,
3 whether by appeal or collateral attack.

4 **H. MISCELLANEOUS PROVISIONS**

5 **1. No Effect on Employee Benefits**

6 The Class Representative's Service Payment, the Individual Class Settlement Payments, and/or
7 the Individual PAGA Payments paid to Plaintiffs and/or the Participating Settlement Employees shall
8 not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or
9 calculation of, any of Plaintiffs' and/or the Participating Settlement Employees' employee benefits
10 (i.e., vacation, holiday pay, retirement plans, etc.). The Parties agree that any Service Payment,
11 Individual Class Settlement Payments, and/or Individual PAGA Payments paid to Plaintiffs and/or the
12 Participating Settlement Employees under the terms of this Agreement do not represent any
13 modification of Plaintiffs' and/or Participating Settlement Employees' previously credited hours of
14 service or other eligibility criteria under any employee pension benefit plan or employee welfare
15 benefit plan sponsored by Defendant.

16 **2. Construction**

17 The Parties agree that the terms and conditions of this Joint Stipulation are the result of lengthy,
18 intensive, arm's-length negotiations between the Parties and that this Joint Stipulation is not to be
19 construed in favor of or against any party by reason of the extent to which any party or its counsel
20 participated in its drafting.

21 **3. Choice of Law**

22 This Joint Stipulation is intended to and shall be governed by the laws of the State of California,
23 without regard to conflicts of law principles.

24 **4. Captions and Interpretations**

25 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
26 reference only, and in no way define, limit, extend, or describe the scope of this Joint Stipulation or
27 any provision thereof.

1 **5. Modification**

2 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
3 the Parties and approved by the Court. This Joint Stipulation may not be discharged except by
4 performance in accordance with its terms or by a writing signed by the Parties.

5 **6. Integration Clause**

6 This Joint Stipulation contains the entire agreement between the Parties relating to the
7 Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous
8 agreements, understandings, representations, and statements, whether oral or written, and whether by
9 a party or such party's legal counsel, are merged herein. No rights under this Joint Stipulation may be
10 waived except in writing.

11 **7. Interim Stay of Proceedings**

12 The Parties agree to stay all proceedings in the Action, subject to necessary compliance with
13 the Court's orders, except such proceedings necessary to implement and complete the Settlement, in
14 abeyance pending the Final Approval Hearing to be conducted by the Court.

15 **8. Jurisdiction of the Court**

16 Following entry of the Final Approval Order, the Court shall retain jurisdiction with respect to
17 the interpretation, implementation, and enforcement of the terms of this Joint Stipulation and all orders
18 and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense Counsel,
19 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
20 Settlement embodied in this Joint Stipulation and all orders and judgments entered in connection
21 therewith. The Court shall have jurisdiction to enforce the terms and conditions of this Settlement
22 pursuant to Code of Civil Procedure 664.6 (or the federal equivalent) upon noticed motion of any
23 party. In the event any party breaches the terms of this Agreement, the prevailing party in any
24 enforcement action shall be entitled to recover their attorney's fees and costs.

25 **9. Invalidity of Any Provision**

26 Before declaring any term or provision of this Joint Stipulation invalid, the Parties request that
27 the Court first attempt to construe the terms or provisions as valid to the fullest extent possible,
28 consistent with applicable precedents, so as to define all provisions of this Joint Stipulation as valid
24.

1 and enforceable.

2 **10. Successors and Assigns**

3 This Joint Stipulation shall be binding upon and inure to the benefit of the Parties and their
4 respective heirs, trustees, executors, administrators, successors, and assigns.

5 **11. Class Counsel Signatories**

6 Because the Class Members are so numerous, the Parties agree that it is impossible or
7 impractical to have each Class Participant and PAGA Employee sign this Joint Stipulation. Thus, it
8 is agreed that, for purposes of seeking approval of the Class and PAGA Settlement, this Joint
9 Stipulation may be executed on behalf of the Class by the Class Representative and Class Counsel.

10 **12. Corporate Signatories**

11 Any person executing this Joint Stipulation or any such related document on behalf of a
12 corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person
13 has been duly authorized by such corporation to execute this Joint Stipulation or any such related
14 document.

15 **13. Execution in Counterparts**

16 This Joint Stipulation shall become effective upon its execution by all the undersigned Parties.
17 The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts shall have
18 the same force and effect as if all Parties had signed the same instrument.

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20 It is hereby agreed.
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Dated: July __, 2022

PLAINTIFFS

DocuSigned by:
By: [Signature]

By: _____
Fernando Salguero

Dated: July 28, 2022

DEFENDANT COLLABERA, INC.

By: [Signature]
Killol Amin
Its: General Counsel

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: July 27, 2022

By: [Signature]
Keith A. Jacoby, Esq.
Rebecca Aragon, Esq.
Everett C. Martin, Esq.
Attorneys for Defendant COLLABERA,
INC.

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Dated: July __, 2022

PLAINTIFFS

By: _____
Ivan Marquez

DocuSigned by:


Fernando Salguero

Dated: July __, 2022

DEFENDANT COLLABERA, INC.

By: _____
Killol Amin
Its: General Counsel

Approved as to form:

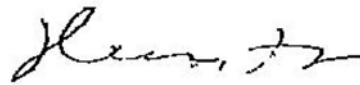
LITTLER MENDELSON, P.C.

Dated: July __, 2022

By: _____
Keith A. Jacoby, Esq.
Rebecca Aragon, Esq.
Everett C. Martin, Esq.
Attorneys for Defendant COLLABERA,
INC.

1 Dated: July __, 2022

PROTECTION LAW GROUP, LLP



By: _____

HEATHER DAVIS, ESQ.

AMIR NAYEBDADASH, ESQ.

Attorneys for Plaintiffs IVAN MARQUEZ

FERNANDO SALGUERO

17 4876-2773-6103.1 / 071029-1045

Exhibit 2

Heather Davis (SBN 239372)
heather@protectionlawgroup.com
Amir Nayebdadash (SBN 232204)
amir@protectionlawgroup.com
PROTECTION LAW GROUP LLP
237 California Street
El Segundo, California, 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY SAN DIEGO

IVAN MARQUEZ, individually and on behalf of
others similarly situated and as an aggrieved
employee and Private Attorney General;
FERNANDO SALGUERO, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,
Plaintiffs,

vs.

COLLABERA, INC. a New Jersey corporation;
and DOES 1 through 50, inclusive,
Defendants.

Case No. 37-2022-00010988-CU-OE-CTL
*Assigned for All Purposes to: Hon. John S.
Meyer, Dept. C-64*

**FIRST AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: March 22, 2022
Trial Date: None Set

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

WHEREAS, on or about July 28, 2022, Plaintiffs Ivan Marquez and Fernando Salguero (“Plaintiffs”) and Defendant Collabera, Inc. (“Defendant”)(collectively “the Parties” executed a Joint Stipulation of Class Action and PAGA Settlement.

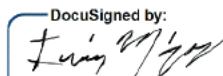
WHEREAS, within the Agreement there are a number of inadvertent errors that the Parties wish to remedy.

THEREFORE, the Parties hereby stipulate as follows:

1. Paragraph A.26 of the Agreement shall be revised to read as follows: “PAGA Period means from March 22, 2019, through the Workweeks Threshold date or the date of preliminary approval of the proposed settlement, whichever arrives first.”
2. Paragraph C.4 of the Agreement shall be revised to include the Settlement Administrator’s current estimated costs of \$33,770.00
3. Paragraph A.17 shall be revised to indicate that Plaintiff’s Counsel will seek fees in the amount of 35% of the Total Settlement Payment consistent with Paragraph D.2.

Dated: 10/25/2022 _____

PLAINTIFF

By: 

Ivan Marquez

PLAINTIFF

Dated: _____

By:

Fernando Salguero

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

WHEREAS, on or about July 28, 2022, Plaintiffs Ivan Marquez and Fernando Salguero (“Plaintiffs”) and Defendant Collabera, Inc. (“Defendant”)(collectively “the Parties” executed a Joint Stipulation of Class Action and PAGA Settlement.

WHEREAS, within the Agreement there are a number of inadvertent errors that the Parties wish to remedy.

THEREFORE, the Parties hereby stipulate as follows:

1. Paragraph A.26 of the Agreement shall be revised to read as follows: “PAGA Period means from March 22, 2019, through the Workweeks Threshold date or the date of preliminary approval of the proposed settlement, whichever arrives first.”
2. Paragraph C.4 of the Agreement shall be revised to include the Settlement Administrator’s current estimated costs of \$33,770.00
3. Paragraph A.17 shall be revised to indicate that Plaintiff’s Counsel will seek fees in the amount of 35% of the Total Settlement Payment consistent with Paragraph D.2.

Dated: _____

PLAINTIFF

By:

Ivan Marquez

10/25/2022
Dated: _____

PLAINTIFF

By:

DocuSigned by:

Fernando Salguero

Fernando Salguero

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Dated: October 26, 2022

DEFENDANT COLLABERA, INC.

By: _____

Name: Rebecca Aragon

Title: Attorney for Defendant Collabera, Inc.

Exhibit 3

Marquez v. Collabera, Inc.
San Diego County Superior Court Case No. 37-2022-00010988-CU-OE-CTL
and

Salguero v. Collabera, Inc.
Los Angeles County Superior Court Case No. 20STCV19946

ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP LLP
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Merits of Plaintiff Fernando Salguero’s Claims and the Merits of the Claims of the Aggrieved Employees	12
Pre-Lawsuit Investigation of the Merits of Plaintiff Ivan Marquez’s Claims and the Merits of the Claims of the Putative Class and Aggrieved Employees	5.50
Pre-Lawsuit Investigation of Potential Exposure of Defendant Collabera, Inc. (“Defendant”) with Respect to Civil Penalties	20
Pre-Lawsuit Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Break, and Class and Representative PAGA Decisions in California, Including all New Relevant DLSE Materials	8.5
Investigation of Defendant, Defendant’s Business Relationships, and the Industry in which Defendant Operates	5.50
Investigation of Defendant’s Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	4.50
Investigation of Defendant’s Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Aggrieved Employees	3

Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	10
Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Bonuses/Incentive/Piece Rate Pay, Timekeeping, Meal/Rest Breaks, Overtime Compensation, and Reimbursement of Business-Related Expenses	20.50
Comparative Analysis and Cross-Checking of All Available Job Postings by Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock or During Meal or Rest Breaks	5
Research and Investigation Re: Various Software Programs Defendant Uses to Conduct Its Everyday Business, Including Timekeeping Software, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and Time Worked During Meal Breaks	6
Research and Analysis of Potential Defenses Defendant May Raise, Including De Minimis Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	7
Research and Investigation Re: Post- <i>Duran</i> vs. <i>U.S. Bank</i> Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	6
Research and Investigation Re: Consideration of Bringing Class Action v. PAGA Action	5
Review Arbitration Agreement Purportedly Entered by Plaintiff and Analyze Enforceability Under <i>Armendariz v. Foundation Health Psychcare Services, Inc.</i>	7
Research and Investigation regarding Prior and Ongoing PAGA Actions Against Defendant	4.5
Meet and Communicate with Plaintiff Salguero Throughout the Pendency of the Actions	18
Meet and Communicate with Plaintiff Ivan Marquez Throughout Pendency of the Action	6.50

Investigate Potential Witnesses and Correspond with Other Aggrieved Employees	6
Pleadings and Court Filings	
Research and Draft Plaintiff Fernando Salguero's Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, et seq. and Legal Research and Analysis of All Claims Involved (filed May 26, 2020, in <i>Salguero v. Collabera, Inc.</i> Los Angeles Superior Court Case No. 20STCV19946) (hereinafter " <i>Salguero Action</i> ")	8.50
Review Order to Show Cause re Failure to File Proof of Service (filed May 29, 2020)(<i>Salguero Action</i>)	0.10
Review Notice of Case Management Conference (filed May 29, 2020)(<i>Salguero Action</i>)	0.10
Review and Analyze Defendant Collabera's Answer to Complaint and Research Defendant's Affirmative Defenses in Support Thereto (filed July 7, 2020)(<i>Salguero Action</i>)	4
Review Order Continuing Case Management Conference (filed October 2, 2020)(<i>Salguero Action</i>)	0.10
Review Department 62 Order re Final Trial Preparation (filed October 2, 2020)(<i>Salguero Action</i>)	1
Draft Notice of Change of Address (filed October 19, 2020)(<i>Salguero Action</i>)	0.10
Draft and Revise Joint Stipulation Regarding Discovery and Mediation (filed October 29, 2020)(<i>Salguero Action</i>)	3.50
Draft and Revise Joint Stipulation and Protective Order (filed May 28, 2021)(<i>Salguero Action</i>)	3
Draft Joint Stipulation to Continue Trial and All Related Dates (filed January 4, 2022)(<i>Salguero Action</i>)	1.50
Review and Analyze January 4, 2022, Minute Order (filed January 4, 2022)(<i>Salguero Action</i>)	0.30
Review and Analyze January 14, 2022, Minute Order re Ex Parte (filed January 14, 2022) (<i>Salguero Action</i>)	0.30
Review and Analyze February 4, 2022, Minute Order re Ex Parte (filed February 4, 2022) (<i>Salguero Action</i>)	0.20

Draft Notice of Entry of Order (filed February 4, 2022) (<i>Salguero Action</i>)	0.30
Review and Analyze February 10, 2022, Minute Order re Motion to Compel Compliance (filed February 10, 2022) (<i>Salguero Action</i>)	0.20
Review Notice of Ruling filed by Defendant Collabera, Inc. (filed February 16, 2022) (<i>Salguero Action</i>)	0.10
Research and Draft Plaintiff Ivan Marquez 's Class Action Complaint and Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, et seq. and Legal Research and Analysis of All Claims Involved (filed March 22, 2022 in <i>Marquez v. Collabera, Inc.</i> San Diego Superior Court Case No. 37-2022-00010988-CU-OE-CTL) (hereinafter " <i>Marquez Action</i> ")	7
Draft and Revise Joint Stipulation regarding Request for Dismissal of Entire Action and Request for Dismissal (filed March 28, 2022)(<i>Salguero Action</i>)	0.80
Draft Plaintiffs' Peremptory Challenge to Judicial Officer (Code Civ. Proc., § 170.6) (filed on April 1, 2022) (<i>Marquez Action</i>)	0.20
Review Notice of Hearing - Case Management Conference (filed on April 5, 2022)(<i>Marquez Action</i>)	0.10
Draft Notice of Case Reassignment (filed April 29, 2022)(<i>Marquez Action</i>)	0.20
Draft Notice of Related Case - <i>Salguero v. Collabera</i> (filed May 12, 2022) (<i>Marquez Action</i>)	0.20
Research and Draft Plaintiffs Ivan Marquez and Fernando Salguero's First Amended Class Action and Representative Action Complaint (filed May 12, 2022)(<i>Marquez Action</i>)	4
Draft Notice of Acknowledgement of Receipt (filed on May 26, 2022)(<i>Marquez Action</i>)	0.10
Review and Analyze Defendant Collabera's Answer to the First Amended Complaint and Research Defendant's Affirmative Defenses in Support Thereto (filed June 10, 2022)(<i>Marquez Action</i>)	2.50
Meet and Confer with Defendant's Counsel and Draft, Revise, and/or Review Joint Stipulation to Continue Case Management Conference; and [Proposed] Order (submitted on August 22, 2022)(<i>Marquez Action</i>)	0.50

Review Court's Order Granting Joint Stipulation to Continue Case Management Conference (filed on August 25, 2022)(<i>Marquez Action</i>)	0.10
Review Notice of Rescheduled Hearing - Case Management Conference (filed on August 25, 2022)(<i>Marquez Action</i>)	0.10
Appearances	
Prepare for and Attend Hearing on Plaintiff Fernando Salguero's Amended Notice Of Motion And Motion For Order Approving Settlement Pursuant To California Labor Code Private Attorneys General Act And Entering Judgment (November 19, 2021)(<i>Salguero Action</i>)	1
Prepare for and Attend Hearing on Plaintiff Fernando Salguero's Ex Parte Application to Extend Discovery Cut-Off (January 14, 2022)(<i>Salguero Action</i>)	1.30
Prepare for and Attend Hearing on Plaintiff Fernando Salguero's Motion For Order Approving Unopposed Amended California Labor Code Private Attorneys General Act Settlement And Entering Judgment (January 26, 2022)(<i>Salguero Action</i>)	1.50
Prepare for and Attend Hearing on Plaintiff Fernando Salguero's Ex Parte Application to Extend Discovery Cut-Off (January 14, 2022)(<i>Salguero Action</i>)	1.30
Prepare for and Attend Hearing on Plaintiff Fernando Salguero's Ex Parte Application To Shorten Time On Plaintiff's Motion To Compel Compliance And Enforce The October 29, 2020 Mediation Stipulation (February 4, 2022)(<i>Salguero Action</i>)	1.10
Prepare for and Attend Hearing on Plaintiff Fernando Salguero's Motion To Compel Compliance (February 10, 2022)(<i>Salguero Action</i>)	1.50
Prepare for and Attend Hearing on Joint Ex Parte Application To Advance The Hearing Date Of Plaintiffs' Motion for Preliminary Approval Of Class Action And PAGA Settlement (October 27, 2022)(<i>Marquez Action</i>)	1

Discovery and Depositions	
Draft, Plaintiff Salguero's proposed Belaire-West notice (June 16, 2020) (<i>Salguero Action</i>)	3
Draft Plaintiff Salguero's Form Interrogatories (Set One), Special Interrogatories (Set One) and Requests for Production of Documents (Set One) to Defendant (served June 16, 2020) (<i>Salguero Action</i>)	10
Draft Plaintiff's Notice of Deposition of Defendant's Person Most Knowledgeable (served June 16, 2020) (<i>Salguero Action</i>)	2.50
Review and Analyze Defendants' Request for Production of Documents Set One (propounded July 17, 2020) (<i>Salguero Action</i>)	3
Review Defendants' Notice of Deposition and Request for Production of Documents (propounded July 17, 2020) (<i>Salguero Action</i>)	1.50
Draft Plaintiff Salguero's Responses and Objections to Defendant's Requests for Production (served August 18, 2020) (<i>Salguero Action</i>)	9
Draft Plaintiff's Responses and Objections to Defendant's Notice of Deposition and Requests for Production of Documents (served August 18, 2020) (<i>Salguero Action</i>)	4
Review Defendant's Notice of Deposition of Plaintiff Fernando Salguero (served January 10, 2022) (<i>Salguero Action</i>)	0.30
Draft Plaintiff's Objections to Defendant's Notice of Deposition and Request for Production of Documents (served January 18, 2022) (<i>Salguero Action</i>)	0.40
Review and Analyze Defendant's Special Interrogatories Set One (served February 11, 2022) (<i>Salguero Action</i>)	1.50
Review and Analyze Defendant's Form Interrogatories Set One (served February 18, 2022) (<i>Salguero Action</i>)	0.40
Review and Analyze Defendant's Request for Admission Set One (served February 18, 2022) (<i>Salguero Action</i>)	1.30

Review and Analyze Defendant's Request for Production Set Two (served February 18, 2022) (<i>Salguero Action</i>)	0.80
Draft, Review, and Revise Responses to Defendant's Special Interrogatories Set One (served February 28, 2022) (<i>Salguero Action</i>)	4.20
Review and Analyze Defendant's Demand for Exchange of Expert Witness Information (propounded March 7, 2022) (<i>Salguero Action</i>)	0.20
Review and Analyze Defendant's Request for Supplemental Responses to Requests for Production of Documents Set One (propounded March 7, 2022) (<i>Salguero Action</i>)	0.20
Review and Analyze Defendant's Responses to Plaintiff's Form Interrogatories, Set One (served March 7, 2022) (<i>Salguero Action</i>)	0.70
Review and Analyze Defendant's Responses to Plaintiff's Special Interrogatories. Set One (served March 7, 2022) (<i>Salguero Action</i>)	0.90
Review and Analyze Defendant's Responses to Requests for Production, Set One and Document Production Bates No. 1-7016 (served March 7, 2022) (<i>Salguero Action</i>)	8.50
Draft, Review, and Revise Responses to Defendant's Form Interrogatories Set One (served March 21, 2022) (<i>Salguero Action</i>)	1.20
Draft, Review, and Revise Responses to Defendant's Request for Admission Set One (served February 28, 2022) (<i>Salguero Action</i>)	0.80
Draft, Review, and Revise Responses to Defendant's Special Interrogatories Set One (served February 28, 2022) (<i>Salguero Action</i>)	0.70
Letters and Correspondence	
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Fernando Salguero for Penalties Under California Labor Code section 2698, et seq. (served March 28, 2020).	6

Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Ivan Marquez for Penalties Under California Labor Code section 2698, et seq. (served March 4, 2022).	3.50
Meet and Confer with Defendant's Counsel, Draft Correspondence to and Review and Respond to Correspondence from Defendant's Counsel	20.40
Mediation/Settlement	
Review and Analyze Mediation Data and Documents Produced by Defendant for the April 26, 2021 Mediation with Jeffrey Ross, Esq., including: (1) Employee Handbooks; (2) Timekeeping Policy Documents; (3) Sampling of Employee Time Data; (4) Sampling of Employee Pay Data	30
Prepare for April 26, 2021, Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting Mediation Brief, Compiling the Exhibits in Support of Mediation Brief, and Performing Damages Analysis/Calculations (submitted April 19, 2021)	27
Prepare for and Attend Mediation Session (April 26, 2021 via Zoom)	10
Draft and Revise Memorandum of Understanding (fully executed July 26, 2021)(<i>Salguero Action</i>)	6
Draft, Review, Revise, Negotiate, and Finalize Joint Stipulation of PAGA Settlement and Release of Claims and accompanying PAGA Notice (fully executed October 26, 2021)(<i>Salguero Action</i>)	26
Further Post Mediation Settlement Correspondence and Settlement Discussions	12
Draft and Revise Memorandum of Understanding (fully executed March 27, 2022)(<i>Marquez Action</i>)	6
Draft, Review, Revise, Negotiate, and Finalize Joint Stipulation of Class Action and PAGA Settlement and Release of Claims and accompanying PAGA Notice (fully executed July 28, 2022)(<i>Marquez Action</i>)	23
Draft, Review, Revise, Negotiate, and Finalize First Amendment to Joint Stipulation of Class Action and PAGA Settlement (fully executed October 26, 2022)(<i>Marquez Action</i>)	1.50

Law and Motion	
Research and Draft Plaintiff's Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment; Declaration of Heather Davis in Support Thereof; Declaration of Fernando Salguero in Support Thereof; and [Proposed] Order and Judgment (filed on October 27, 2021)(<i>Salguero Action</i>)	34
Draft and Revise Joint Stipulation Granting Plaintiff Leave To File Elongated Motion For Order Approving Settlement Pursuant To California Labor Code Private Attorneys General Act;[Proposed] Order Thereon (filed October 27, 2021)(<i>Salguero Action</i>)	0.40
Research and Draft Amended Notice Of Motion And Motion For Order Approving Settlement Pursuant To California Labor Code Private Attorneys General Act And Entering Judgment (filed on November 1, 2021) (<i>Salguero Action</i>)	7
Research and Draft Notice of Motion And Motion For Order Approving Unopposed Amended California Labor Code Private Attorneys General Act Settlement And Entering Judgment; Declarations of Plaintiff Fernando Salguero and Heather Davis in support thereof; Review Declaration of Sean Hartranft of ILYM in support thereof; [Proposed] Order Thereon (filed on December 22, 2021) (<i>Salguero Action</i>)	20
Research and Draft Plaintiff Fernando Salguero's Ex Parte Application to Extend Discovery Cut-Off; Declaration of Amir Naybdadash in support thereof (filed on January 13, 2022)(<i>Salguero Action</i>)	4.50
Review and Analyze Defendant's Opposition to Plaintiff Fernando Salguero's Ex Parte Application to Extend Discovery Cut-Off and the Declaration of Rebecca Aragon in support of the Opposition (filed on January 13, 2022)(<i>Salguero Action</i>)	1.20
Research and Draft Plaintiff Fernando Salguero's Ex Parte Application To Shorten Time On Plaintiff's Motion To Compel Compliance (filed on February 3, 2022)(<i>Salguero Action</i>)	4
Review Defendant's Statement in Response to Plaintiff Fernando Salguero's Ex Parte Application To Shorten Time On Plaintiff's Motion To Compel Compliance (filed on February 3, 2022)(<i>Salguero Action</i>)	0.80

Research and Draft Plaintiff Fernando Salguero's Motion To Compel Compliance; Declaration of Amir Nayebeddash in support thereof (filed on February 3, 2022)(<i>Salguero Action</i>)	6
Review Defendant's Statement in Response to Plaintiff Fernando Salguero's Ex Parte Application To Shorten Time On Plaintiff's Motion To Compel Compliance (filed on February 8, 2022)(<i>Salguero Action</i>)	2
Research and Draft Plaintiff Fernando Salguero's Reply Brief In Support of Plaintiff's Motion To Compel Compliance; Declaration of Heather Davis in support thereof (filed on February 9, 2022)(<i>Salguero Action</i>)	3
Draft and Revise Joint Ex Parte Application To Advance The Hearing Date Of Plaintiffs' Motion for Preliminary Approval Of Class Action And PAGA Settlement; Declaration of Heather Davis in support thereof; Review Declaration of Keith Jacoby in support thereof; [Proposed Order] (filed on October 25, 2022) (<i>Marquez Action</i>)	1.30
Research and Draft Plaintiffs' Notice Of Motion And Motion For Preliminary Approval Of Class Action And PAGA Settlement; Declaration of Heather Davis in support thereof; [Proposed] Order (filed on November 22, 2022)(<i>Marquez Action</i>)	22
Review and Analyze Settlement Administrator's Declaration Regarding Settlement Notice Administration; and Research and Draft Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement; Declaration of Heather Davis in Support Thereof; Declaration of Plaintiffs Ivan Marquez and Fernando Salguero in Support Thereof; Declaration of Nathalie Beltran of ILYM and [Proposed] Final Approval Order and Judgment (filed on April 27, 2023) (Anticipated)	23
Total Hours	564

Exhibit 4

***Marquez v. Collabera, Inc.* San Diego County Superior Court Case No. 37-2022-00010988-CU-OE-CTL**
***Salguero v. Collabera, Inc.* Los Angeles County Superior Court Case No. 20STCV19946**

PROTECTION LAW GROUP LLP - EXPENSE REPORT

Date	Memo	Debit
May 2020 - April 2023	PAGA Filings, Court Filings, and Attorney Service Fees	\$ 6,250.78
July 2020 - April 2023	UPS Fees	\$ 66.18
October 2020	Mediation Fees and Expenses	\$ 7,000.00
May 2021 - March 2022	Expert Fees	\$ 3,869.00
January 2022-February 2022	Court Reporter Transcripts	\$ 3,309.00
November 2021-December 2022	Document Fees	\$ 106.50
TOTAL COSTS		\$ 20,601.46