Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel Blanchard (State Bar No. 258135)
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff, Rene Umana

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RENE UMANA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

COLUMBUS TECHNOLOGIES & SERVICES, INC., a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 22STCV16432

Honorable Stuart M. Rice
Department 1

DECLARATION OF JONATHAN M. GENISH IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF PAGA COUNSEL FEES, PAGA COUNSEL LITIGATION EXPENSES, REPRESENTATIVE PAYMENT, AND COST OF ADMINISTRATION

Date:	March 12, 2025
Time:	10:30 a.m.
Dept.:	1
Complaint Filed:	May 17, 2022
FAC Filed:	September 19, 2022
Trial Date:	None Set

DECLARATION OF JONATHAN M. GENISH

I, Jonathan M. Genish, declare and state as follows:

1. I am a shareholder and the founder of Blackstone Law, APC ("PAGA Counsel"), attorneys of record for Plaintiff Rene Umana ("Plaintiff"). I am an attorney admitted to practice in all Courts of the State of California. I submit this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees, PAGA Counsel Litigation Expenses, Representative Payment, and Cost of Administration Expenses Payment ("Motion"). I have personal knowledge of the facts contained herein, and, if called to testify I could and would competently do so.

Background and Experience

2. I received my law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, I clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, I was hired as an associate with Freedman & Taitelman, LLP where I remained employed through August 2015. During my tenure, I managed hundreds of complex litigation cases, ranging from employment, corporate, entertainment and general business litigation matters, though my primary area of expertise was employment litigation, both single plaintiff and representative actions.

3. In August 2015, I left Freedman & Taitelman to join The Kaufman Law Group as a shareholder. In that role, I ran the entire civil litigation department, again solely managing an array of complex multi-million-dollar and highly publicized litigation matters, with a primary focus on employment litigation, both single plaintiff and representative actions.

4. In February 2018, I started the law firm of Blackstone Law, APC, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past six-plus years, now maintaining twenty highly pedigreed attorneys working on almost exclusively labor and employment class actions, California Labor Code Private Attorney General Act of 2004 ("PAGA") cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters.

///

5. I have considerable experience in handling class and representative action lawsuits throughout my career and have been approved as counsel in a number of cases, including, most recently:

- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case

No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.,* San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other

counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.,* Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.,* Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.,* Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers,* Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics,* Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

6. I am currently the managing partner overseeing approximately 500 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of those cases are wage-and-hour putative class actions and/or representative PAGA actions seeking relief on behalf of thousands of California employees. My billable rate is $1,200 per hour.

///

///

Procedural History of the Action

7. Defendant Columbus Technologies & Services, Inc. ("Defendant") provides staff to various types of businesses in need of skilled workers, such as Jet Propulsion Laboratories ("JPL") and the National Institute of Health ("NIH"). Defendant employed Plaintiff Rene Umana ("Plaintiff") as an hourly-paid, non-exempt 'engineering liaison' beginning in or around November 2017 through approximately July 2021.

8. On April 12, 2022, Plaintiff provided written notice by electronic submission to the Labor and Workforce Development Agency ("LWDA") and by Certified U.S. Mail to Defendant, pursuant to California Labor Code § 2699.3, providing notice of the specific provisions of the California Labor Code which Plaintiff alleged Defendant violated, including the facts and theories to support the allegations ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 1**.

9. On May 17, 2022, Plaintiff filed a Class Action Complaint for Damages alleging six (6) causes of action for violations of the California Labor Code, and one (1) cause of action for violation of the California Business and Professions Code, in the action entitled *Rene Umana v. Columbus Technologies & Services, Inc.* Los Angeles County Superior Court Case No. 22STCV16432 ("Action").

10. On September 19, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq ("Operative Complaint"). The Operative Complaint adds a cause of action pursuant to PAGA, alleging civil penalties for Defendant's failure to pay minimum wage, failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, and failure to provide compliant wage statements in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, and all applicable Industrial Welfare Commission Wage Orders, and unfair business practices pursuant to California Business and Professions Code section 17200, et seq.

11. On November 22, 2022, Defendant filed a Motion to Compel Arbitration of Plaintiff's Individual Claims, Dismiss Class Action Claims, and Stay Proceedings as to Non-Party PAGA Claims ("Defendant's Motion to Compel"), along with supporting declarations.

12. On December 29, 2022, Plaintiff filed his Opposition to Defendant's Motion to Compel, and supporting papers. Defendant then filed a Reply to Plaintiff's Opposition, along with Objections, on January 5, 2023.

13. On January 6, 2023, Plaintiff filed a Motion to Strike Defendant's Improper Evidence and Argument on Reply and Portions of Defendant's Reply.

14. On January 13, 2023, the Court held an Initial Status Conference and a hearing on Defendant's Motion to Compel. At that hearing, the Court continued the hearing on Defendant's Motion to Compel and ordered the Parties to meet and confer to determine if they could stipulate to submit to arbitration, and to allow time for Defendant to locate additional records in support of Defendant's Motion to Compel.

15. On February 24, 2023, the Parties filed a Joint Stipulation to Stay Case and, on March 1, 2023, the Court entered an order to stay the case, including formal discovery and Defendant's pending Motion to Compel, pending the California Supreme Court's decision in *Adolph v. Uber Technologies, Inc.*, (Cal. Ct. App. Case No. G059860).

16. On September 26, 2023, the Parties filed a Joint Status Report and Stipulation to Further Stay Case.

17. On January 3, 2024, Plaintiff and Defendant (collectively, the "Parties") attended a formal mediation conducted by Eve Wagner, a neutral and respected mediator with extensive experience in complex wage and hour matters. The Parties reached agreement at the mediation and executed a memorandum of understanding the same day.

18. During the course of informal discovery in the Action, PAGA Counsel conducted an intensive investigation into the facts of the Action. This included obtaining data, information, and documents relating to the underlying alleged violations, including, but not limited to, Plaintiff's personnel file, a sampling of Aggrieved Employees' time and payroll records, Defendant's Employee Handbooks, Defendant's arbitration agreement, and Aggrieved Employees' data points so that

Plaintiff could assess the number of alleged potential violations and value of the recoverable penalties, as well as evaluate the strengths and weaknesses of their claims.

19. Based on the data, information, and documents received, as well as thorough discussions with Defendant's counsel, PAGA Counsel was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employees" for the relevant statutory period, (ii) determine the number of affected pay periods at issue among them, and (iii) construct a damages model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the relevant statutory period. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff, which allowed PAGA Counsel to further assess the strength of Plaintiff's claims. PAGA Counsel's experience in litigating similar representative wage and hour claims, the degree of investigation that was conducted here, and the amount of data, information, and documents that were obtained, was sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this claim for purposes of settlement.

20. Ultimately, the Parties were able to reach an agreement to resolve the Action in its entirety. Attached hereto as **Exhibit 3** is a true and correct copy of the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") entered into between the Parties. Attached as **Exhibit 2** is the proposed Cover Letter to be included with the Individual PAGA Payment checks.

21. The Parties believe the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise of Plaintiff's PAGA claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Released PAGA Claims. In light of the alleged arbitration agreement between Plaintiff and Defendant, the Parties have agreed to a dismissal *without prejudice* of class claims in the Action.

22. Defendant denies all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should the Settlement not be approved by the Court. The Settlement Agreement reflects a compromise reached to end litigation in the Action. Following significant investigation and

extensive settlement negotiations, Plaintiff now seeks approval of the proposed Settlement, which will resolve all representative claims alleged in the Operative Complaint.

Notice to the LWDA

23. In accordance with California Labor Code sections 2699 *et. seq*., a copy of the proposed Settlement, as well as information regarding the approval hearing in this matter, were submitted to the LWDA via online submission concurrently with the filing of the Motion on November 25, 2024.

Summary of the Terms of the Settlement Agreement

24. For purposes of settlement only, the Parties have agreed that the "Aggrieved Employees" shall be defined as as all individuals employed by Defendant as non-exempt employees in the State of California during the PAGA Period. The "PAGA Period" is the period from April 12, 2021, to August 30, 2022. Based on its records, Defendant represented that there are 353 Aggrieved Employees who worked 6,618 Pay Periods during the PAGA Period.

25. The Parties have agreed to settle the PAGA claim at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Two Hundred Seventy Thousand Dollars and Zero Cents ($270,000.00). The Gross Settlement Amount is a common fund and therefore, includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) PAGA Counsel's fees in the amount of forty percent (40%) of the Gross Settlement Amount, equaling One Hundred Eight Thousand Dollars and Zero Cents ($108,000.00); (2) PAGA Counsel's actual litigation costs and expenses of Eighteen Thousand One Hundred Eighty-Five Dollars and Seventy-Eight Cents ($18,185.78); (3) Costs of Administration, not to exceed Four Thousand Five Hundred Dollars and Zero Cents ($4,500.00); and (4) a Representative Payment in the amount of Five Thousand Dollars and Zero Cents ($5,000.00) to Plaintiff.

26. After the above-estimated amounts are deducted from the Gross Settlement Amount, the PAGA Penalties will amount to approximately One Hundred Thirty-Four Thousand Three Hundred Fourteen Dollars and Twenty-Two Cents ($134,314.22), of which seventy-five percent (75%), or One Hundred Fifty-Six Thousand Seven Hundred Thirty-Five Dollars and Sixty-Seven Cents ($100,735.67), will be paid to the LWDA ("LWDA Payment"), and twenty-five percent (25%),

or Thirty-Three Thousand Five Hundred Seventy-Eight Dollars and Fifty-Five Cents ($33,578.55), will be distributed and paid to Aggrieved Employees on a *pro-rata* basis based on their number of pay periods employed by Defendant as a non-exempt employee for at least one day during the PAGA Period ("Pay Periods").

27. Within fifteen (15) calendar days of the Court's entry of an Approval Order and Judgment, Defendant will deliver Aggrieved Employee identifying information in Defendant's possession, including each Aggrieved Employee's full name, last-known mailing address, telephone number, Social Security number, and number of Pay Periods during the PAGA Period, (collectively, "Aggrieved Employee Data") to the Administrator in the form of a Microsoft Excel spreadsheet, or a comparable format.

28. Within fourteen (14) calendar days of the Effective Date, Defendant will fund the Gross Settlement Amount by transmitting the funds to the Administrator.

29. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Award, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

30. Prior to mailing the Individual PAGA Payment checks, the Administrator will update the Aggrieved Employees' mailing addresses using the National Change of Address Database. Additionally, for all Individual PAGA Payment checks that are returned as undeliverable without a USPS forwarding address, the Administrator will conduct an investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with the Aggrieved Employees ("Aggrieved Employee Address Search"). Within seven (7) calendar days of receiving a returned check, the Administrator will re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address search. The Administrator will promptly send a replacement check

to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

31. Individual PAGA Payment checks that are issued to Aggrieved Employees will be valid and negotiable for up to one hundred and eighty (180) calendar days after the checks are initially mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed to the State of California's Unclaimed Property Fund in the name of the Aggrieved Employee whose check was cancelled.

32. If the actual number of Pay Periods during the PAGA Period exceeds 6,618 by more than seven and one-half percent (7.5%) (i.e., is more than 7,114) then the Gross Settlement Amount will increase by the actual percentage over the 7.5% threshold. For example, if the total number of Pay Periods during the PAGA Period is 8.5% more than 6,618 (i.e., 7,180) then the Gross Settlement Amount will increase 1%.

<u>The Settlement is Fair and Reasonable and Took Into Consideration the Strengths and Weaknesses of Plaintiff's Claims and the Defenses thereto, as well as the Risks and Benefits of the Settlement</u>

33. Here, the Settlement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claim, and the risks of litigating this claim through trial; and (2) it was negotiated at great length and effort by counsel with significant experience in similar complex labor and employment matters.

34. This case and settlement address important employee protections embodied in the California Labor Code. Plaintiff's core allegations are that Defendant systematically violated the California Labor Code by, *inter alia,* failing to properly pay wages for all hours worked, failure to pay overtime at the correct rate, failing to provide compliant meal and rest periods, failure to pay premiums at the correct rate of pay, failing to timely pay wages during employment and upon termination, and failing to provide accurate wage statements.

35. Defendant's maximum theoretical exposure, without stacking penalties, totals

approximately $661,800.00, computed by multiplying 6,618 PAGA Pay Periods by $100 each.[1]

36. Defendant maintained several defenses to Plaintiff's theories of liability, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and continues to have, compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under PAGA. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement. Defendant also challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

37. Even if violations of the California Labor Code occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted.

38. Defendant also contended that, with respect to PAGA claims, the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

39. While Plaintiff maintains that his PAGA claim has merit, in reaching the Settlement, Plaintiff and his counsel took into account the strengths and weaknesses of each side's position,

---

[1] While the California Labor Code provides for $100 for the first violation and up to $250 for each subsequent violation (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay periods times a $100 penalty for analysis purposes only to account for the argument that the imposition of PAGA penalties is discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

Defendant's arguments regarding the enforceability of its arbitration agreement, and the uncertainty of how the case might have concluded, as litigation continued, at trial, and/or upon appeal. Notwithstanding the existence of these issues, the Settlement achieves a sizeable benefit obtained.

40. As set forth in the Motion, the California Labor Code does not set forth the criteria by which a PAGA settlement is to be evaluated; it is presumed that a reviewing court may take into consideration some of the factors that courts use when reviewing a class action settlement.[2] "[A] PAGA claim asserted on a non-class representative basis...is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action]." *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012). However, a discussion of the strengths and weaknesses of each claim, along with an estimate of the total potential recovery is as follows:

i. Unpaid Wages

41. Plaintiff alleged that Defendant failed to compensate Plaintiff and the Aggrieved Employees at their applicable minimum, regular, and overtime rates for their work, and failed to compensate them for all hours that they worked. Plaintiff further alleged that Defendant required Plaintiff and the other Aggrieved Employees to perform work off-the-clock by requiring them to to complete standard job duties such as reviewing and responding to work related phone calls and e-mails after clocking out for meal periods, and/or after clocking out at the ends of shifts. Plaintiff also alleged that Plaintiff and other Aggrieved Employees were required to perform pre-shift work activities off-the-clock, including completing COVID-19 screening questionnaires. Moreover, Defendant did not maintain consistent timekeeping practices regarding Plaintiff's and Aggrieved Employee's hours. There was not a standard method of recording time; rather, Plaintiff and Aggrieved Employees ended up noting their time via emails or other informal notices to superiors. Additionally, Plaintiff alleged that Defendant failed to pay overtime compensation because the uncompensated work described herein was often performed when Plaintiff and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week.

[2] As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

42. Defendant denied these claims, arguing that its overtime policies and practices comply with California. Defendant further contended that its non-exempt employees were responsible for accurately recording their own hours and that it was not aware that any work had been performed off-the-clock. Defendant also argued that its overtime calculations lawfully included all forms of compensation, including bonuses and commissions.

ii. Meal Periods

43. Plaintiff asserted that Defendant failed to provide employees with lawful meal periods. For example, Plaintiff reported that his meal breaks were often short, late, interrupted, or were never provided at all. Additionally, Plaintiff alleged that throughout the relevant time period, Defendant failed to provide timely, uninterrupted second meal periods of the requisite length. Plaintiff alleged that Defendant required Plaintiff and the Aggrieved Employees to clock out at their scheduled lunch time, regardless of whether they were provided with the opportunity to take a lunch. Moreover, Plaintiff and other Aggrieved Employees were often required to remain on-site for meal periods, and were not provided duty-free, off-site meal breaks. And, Plaintiff alleged, Defendant failed to adequately inform and train Plaintiff and the Aggrieved Employees about their right to premium wages for non-compliant meal periods.

44. Defendant argued that the Aggrieved Employees were permitted, if not encouraged, to take their meal breaks. Defendant also argued that its written meal break policy was lawful and employees' time records reflected that they took lawful meal periods. Moreover, litigating the meal period claims would be inherently difficult as it would need to be proven that compliant meal periods were not provided, but time records would not indicate whether or not a meal period was interrupted.

iii. Rest Periods

45. Plaintiff argued that Defendant failed to schedule, permit, or authorize compliant rest periods. Plaintiff alleged that Plaintiff and other Aggrieved Employees were unable to take their rest breaks because of the need to respond to time sensitive tasks and work-related duties. Plaintiff reported that if he was able to take a rest break, he was frequently interrupted by supervisors and/or coworkers with work-related questions. The sampling of data provided reflected

zero payment of rest period premiums. Moreover, Defendant's rest break policy failed to set forth any information regarding rest period premium pay, and thereby failed to advise employees of their entitlement to a rest period premium when they were not provided with a compliant rest break. In response, Defendant pointed to their written rest break policies as being compliant with California law, and argued that without the requirement of recording rest breaks, it would be impossible to substantiate the rate of violation. Here, Plaintiff faced the challenge of having to prove each alleged rest period violation with only testimony from Aggrieved Employees.

iv. Derivative Claims

46. As with all derivative claims, success depends on the success of the underlying claims. Here, Plaintiff's claims for inaccurate wage statements, and failure to pay all wages due during employment and upon termination, would only succeed if the underlying claims for failure to pay wages for off-the-clock work, failure to pay overtime, and failure to pay premiums for all meal and rest periods not lawfully provided were successful. Therefore, these claims were subject to the same risks of failure as discussed above.

v. Total PAGA Penalties

47. PAGA Counsel considered information obtained through investigations and obtained from Plaintiffs and Aggrieved Employees, as well as data provided by Defendant, and created valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claims were susceptible to being efficiently tried and adjudicated on a representative basis, and that it could be shown that civil penalties under the California Labor Code are owed of one penalty per pay period during the relevant time period, Defendant's estimated total exposure was $661,800.00. However, PAGA Counsel considered the defenses asserted, information and evidence obtained, and circumstances in these cases, which posed risks to representative adjudication and monetary recovery. PAGA Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed. Accordingly, a discount of 50% was applied to account for the risks associated with proving the underlying violations and the cost and delay in recovering the alleged potential penalties (bringing the value of this claim closer to

$330,900.00), and a discount of 35% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $215,085.00). In light thereof, the Gross Settlement Amount of $270,000 is a significant settlement.

The Amount Offered in Settlement

48. The PAGA Penalties are currently estimated to be $134,314.22. After all deductions from the Gross Settlement Amount are made for the PAGA Counsel Fees, PAGA Counsel Litigation Expenses, Representative Payment, and Cost of Administration, $100,735.67 (i.e. 75% of the PAGA Penalties) will go to the LWDA, and $33,578.55 (i.e. 25% of the PAGA Penalties) will go to the Aggrieved Employees. Note that the Action was filed on May 17, 2022, and, at that time, the California Labor Code § 2699(i) (2004) specified that "civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency . . . and 25 percent to the aggrieved employees." There is no reason to doubt the fairness of the proposed plan of allocation of the PAGA Penalties as it fully complies with California Labor Code section 2699(i), as it was applied at the time of the filing of the Action.

49. The Settlement is a compromise of highly disputed claims. Plaintiff and Plaintiff's counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals. Plaintiff and Plaintiff's counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, and Defendant's defenses. Plaintiff and Plaintiff's counsel are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and other Aggrieved Employees. Plaintiff and Plaintiff's counsel have also taken into account Defendant's agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of California. Considering all of the facts in this case, Plaintiff and Plaintiff's counsel have determined that the Settlement represents a fair, adequate, and reasonable resolution of the PAGA claim, and that it is in the best interests of the Aggrieved Employees and the State of California.

50. The result achieved in this case is well within the range of what is considered an

acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases.

The Settlement was Negotiated by Experienced Counsel

51. PAGA Counsel is experienced in complex representative and class action wage-and-hour litigation. In the view of PAGA Counsel, the benefits conferred by the Settlement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Settlement.

52. Here, the extent of informal discovery conducted was sufficient to enable PAGA Counsel to evaluate the strength and value of the PAGA claim for purposes of settlement. The settlement negotiations were conducted by highly capable and experienced counsel. PAGA Counsel are respected members of the bar with strong records of vigorous and effective advocacy, and are experienced in handling complex wage and hour class action and representative action litigation. Accordingly, PAGA Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

The Requested PAGA Counsel Fees Payment is Fair and Reasonable

53. PAGA Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the case is well-within the range of reasonableness. PAGA Counsel has vigorously litigated this case since it was commenced, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.

54. In the present case, PAGA Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. PAGA Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiff, the Aggrieved Employees, and the State of California. Considering the amount of fees requested, work performed, risks incurred, and experience of PAGA Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees of forty percent (40%) of the Gross Settlement Amount (i.e., $108,000.00) are reasonable and should be awarded.

55. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated

into tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other representative PAGA actions of this type, given the strengths and weaknesses of the case; and (3) significant savings in PAGA Counsel's fees and/or costs that would have only increased had the case progressed through trial and/or appeals. The attorneys who worked on this case are all experienced in litigating wage and hour matters as follows:

a. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve University in Cleveland, OH in 2007. Her billable rate is $1,050 per hour, which is well within the prevailing rate for attorneys with her experience in this area of practice in Southern California. She has been approved at that rate most recently in *Sanchez v Greenworld* earlier in 2024. I am personally familiar with Blackstone's roster of hourly clients, and Ms. DuVan-Clarke currently has hourly clients at her $1,050 rate. Ms. DuVan-Clarke also maintains leadership roles in the California Employment Lawyers' Association ("CELA") and other organizations.

b. Alexander K. Spellman is a senior associate attorney who worked on this matter when he worked at Blackstone. He graduated from University of California at Los Angeles in 2001, with a Bachelor of Arts degree in American Literature and Culture. He then obtained his Juris Doctorate from Loyola Law School, graduating in 2006, and was admitted to the California State Bar in July 2007. He practiced exclusively plaintiff's side labor and employment law from 2016 through 2024. His hourly rate of $950 is reasonable based on his education and experience and is in line with the market rate.

c. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her hourly rate of $750 is reasonable based on her education and experience and is in line with the market rate.

d. Annabel Blanchard is an experienced attorney who joined Blackstone in 2024, from a highly reputable plaintiff's side employment law firm, and prior to that, provided legal support and advocacy for families and adults with special needs. She graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern University School of Law with a Juris Doctorate in 2008. She was admitted to the State Bar of California in December 2008. Her hourly rate of $750 is reasonable based on her education and experience and is in line with the market rate.

56. PAGA Counsel has spent approximately 212.7 total hours litigating this matter. To date, our total fees incurred amount to $202,805.00. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching appliable legal issues; drafting pleadings, discovery, and briefs; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and documents for obtaining settlement approval. A summary of PAGA Counsel's lodestar for each attorney who worked on this case is as follows:

Attorney	**Position**	**Hours**	**Rate**	**Total**
Jonathan M. Genish	Managing Partner	19.20	$1,200	$23.040.00
Barbara DuVan-Clarke	Senior Trial Attorney/Team Lead	78.60	$1,050	$82,530.00
Alexander K. Spellman	Senior Associate	55.30	$950	$52,535.00
P.J. Van Ert	Associate	33.50	$750	$25,125.00
Annabel Blanchard	Associate	26.10	$750	$19,575.00

57. We expect to spend an additional 10 hours ($7,750) in connection with finalizing the Motion, preparing for the approval hearing, and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Administrator, and our clients. Based thereon, the total amount of Blackstone's fees through closure of this case are estimated to be approximately $210,555.00. However, Blackstone is only requesting fees of $108,000.00, in conformity with the terms of the settlement agreement.

The Requested PAGA Counsel Litigation Expenses Payment is Fair and Reasonable

58. The Settlement provides for reimbursement of litigation costs and expenses of up to $30,000.00. PAGA Counsel only seeks reimbursement of a total of $18,185.78 in litigation costs and expenses. A true and correct itemized list of my firm's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter, and is less than the maximum amount allocated under the Settlement.

The Cost of Administration Payment is Fair and Reasonable

59. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, Apex Class Action Administration ("Apex" or "Administrator") to handle the administration of the Settlement. The fees and expenses of the Administrator are estimated not to exceed $4,500.00. These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding the Settlement, among other things. Accordingly, the Court should grant approval of the Cost of Administration in the amount of up to $4,500.00 to Apex, a necessary third-party for handling the settlement process.

The Representative Payment is Fair and Reasonable

60. As part of the Settlement Agreement, Plaintiff respectfully requests a reasonable Representative Payment of Five Thousand Dollars and Zero Cents ($5,000.00). This Representative Payment is eminently reasonable given the time and effort Plaintiff spent on the Action, the benefit to the other Aggrieved Employees and the State of California as a result of Plaintiff's actions, and his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver

(set forth in Section 5.1 of the Settlement Agreement). By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff was available whenever Plaintiff's counsel needed him and actively tried to obtain information that would benefit the prosecution of the Action. Accordingly, Plaintiff respectfully submits that it is appropriate and just for Plaintiff to receive a Representative Payment in addition to the Individual PAGA Payment he will receive as an Aggrieved Employee, for his services on behalf of the State of California and the other Aggrieved Employees, as well as for his broader, general release of claims.

Pending Actions

61. Neither I nor Plaintiff are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

Executed on November 25, 2024, at Beverly Hills, California.

Jonathan M. Genish

EXHIBIT 1

BLACKSTONE LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Jill J. Parker
jparker@blackstonepc.com

April 12, 2022

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

RE: ***Rene Umana v. Columbus Technologies & Services, Inc.***

Dear PAGA Administrator:

This office represents Rene Umana, ("Mr. Umana"), who was employed by Columbus Technologies & Services, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) ("Columbus") as an Engineering Liaison from approximately November 2017 to approximately August 2019 in the State of California. This letter shall serve as Mr. Umana's notice pursuant to the Private Attorneys General Act of 2004 ("PAGA") (California Labor Code § 2699.3), of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

Mr. Umana intends to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558. Mr. Umana seeks these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees on whose behalf Mr. Umana will file a PAGA cause of action includes all current and former hourly paid and/or non-exempt employees who worked for Columbus in the State of California during the relevant statutory period.

As set forth below, Columbus has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Order 4-2001.

Failure to Pay Minimum Wages and Failure to Pay Overtime Wages

Columbus violated California Labor Code sections 1194, 1197, and 1197.1 by failing to pay Mr. Umana and other aggrieved employees at least minimum wages for all hours worked. Mr. Umana and other aggrieved employees were required to perform work duties off-the-clock prior to clocking-in and after clocking-out. Such off-the-clock work included, but was not limited to, reviewing and responding to work-related phone calls and e-mails, and time spent completing COVID-19 screening questionnaires. By failing to pay Mr. Umana and other aggrieved employees any wages for off-the-clock work, Columbus violated Labor Code sections 1194, 1197, and 1197.1, which require employers to pay at least the legal minimum wage to their employees.

California Labor Code sections 510 and 1198 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Mr. Umana and other aggrieved employees worked in excess of 8 hours in a day and/or 40 hours in a week without overtime compensation because Columbus failed to pay them for off-the-clock work as described above. On occasions when Mr. Umana and other aggrieved employees had already worked eight hours in one day on-the-clock and also performed work off-the-clock, Columbus failed to pay them overtime compensation for this off-the-clock work. In addition, Columbus failed to correctly calculate the overtime rate of pay by failing to include non-discretionary commissions, non-discretionary bonuses, and/or non-discretionary performance pay in the regular rate of pay for purposes of overtime compensation.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). Further, an uninterrupted rest period of no less than ten (10) minutes must be provided for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Columbus failed to provide Mr. Umana and the other aggrieved employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length. In addition, Columbus automatically deducted time from Mr. Umana and the other aggrieved employees' time records for meal periods, regardless of whether they actually took a timely, uninterrupted meal period of at least thirty (30) minutes. Columbus failed to compensate Mr. Umana and the other aggrieved employees properly for non-compliant meal and rest periods including, *inter alia*, missed, short, late, and/or interrupted meal and rest periods. Columbus failed to issue meal period and rest period premiums on each occasion that a meal period or rest period was not provided. On those occasions when Columbus did pay meal and/or rest period premiums, it failed to do so at the correct rate. On occasions when meal period and/or rest period premiums were paid, Columbus paid them at the base hourly rate of pay rather than at the regular rate of compensation. Columbus failed to include all non-discretionary payments for work performed by Mr. Umana and the other aggrieved employees in the regular rate of compensation when issuing meal and/or rest period premiums, including but not limited to, non-discretionary commissions, non-discretionary bonuses, and/or non-discretionary performance pay.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Columbus failed to pay Mr. Umana and other aggrieved employees all wages due to them, including minimum wages, overtime wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Columbus failed to pay Mr. Umana and other aggrieved employees all wages due to them upon termination of their employment, including minimum wages, overtime wages, meal period premiums, and rest period premiums.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Columbus failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Mr. Umana and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. Columbus failed to provide wage statements to Mr. Umana and other aggrieved employees stating, *inter alia*, the total hours worked (including time spent working off-the-clock), the amount of meal period premium wages earned, and the amount of rest period premium wages earned.

Columbus is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Columbus for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Labor Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact me.

BLACKSTONE LAW

Jill J. Parker

Jill J. Parker, Esq.

Cc: By U.S. Certified Mail, Return Receipt Requested

Columbus Technologies & Services, Inc.
1960 E. Grand Ave #1000
El Segundo, CA 90245

Agent for Service of Process
CT Corporation System
330 N Brand Blvd, Ste 700
Glendale, CA 91203

EXHIBIT 2

[Date]

[Employee Name]
[Employee Address]
[City, State Zip]

You are receiving this notice because of a lawsuit filed by Rene Umana ("Plaintiff") against Columbus Technologies & Services, Inc. ("Defendant"). By way of the lawsuit, Plaintiff sought civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq*. ("PAGA"), for alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

Defendant denies the allegations in the lawsuit and denies that it owed any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case.

The settlement resolves the claims asserted in the lawsuit on behalf of individuals employed by Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the period from April 12, 2021 through August 30, 2022 ("Aggrieved Employees").

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this letter is your settlement check. The settlement check will be valid for one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the check will be canceled. Funds from canceled checks will be transmitted to the State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee whose check is voided.

On [Insert date Gross Settlement Amount is fully funded], all Aggrieved Employees released, on behalf of themselves and their respective former and present agents, heirs, successors, and assigns, the Released Parties from all claims arising during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

"Released Parties" means Defendant and each of its former and present directors, officers, employees, agents, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

Do not call or write the Court to ask questions about the settlement. Any questions regarding the settlement can be directed to the settlement administrator, [Administrator Name], at [Administrator Phone Number].

EXHIBIT 3

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Rene Umana ("Plaintiff") and defendant Columbus Technologies & Services, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as a "Party."

1. DEFINITIONS

1.1. "Action" means the Operative Complaint in the class and PAGA action filed in the Los Angeles Superior Court on May 17, 2022, entitled *Rene Umana v. Columbus Technologies & Services, Inc.* (Los Angeles Superior Court Case No. 22STCV16432) alleging wage and hour violations against Defendant, and currently pending before the Honorable Stuart M. Rice in Spring Street Department 1.

1.2. "Settlement Administrator" means Apex Class Action Administration, the neutral third-party settlement administrator the Parties have agreed to use (subject to Court approval) to administer this Settlement.

1.3. "Costs of Administration" means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to pay its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Parties (subject to Court approval) in connection with administration of this Settlement.

1.4. "Aggrieved Employee" means an individual employed by Defendant as a non-exempt employee in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's full name, last-known mailing address, telephone number (if available), Social Security number, and number of Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Settlement Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Raines Feldman Littrell LLP.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a judgment on its order approving the PAGA Settlement ("Approval Order and Judgment") and (b) the Approval Order and Judgment is final. The Approval Order and Judgment is final as of the latest of the following occurrences: (i) the 65th day after the Court enters Judgment, if no appeal has been filed, or (ii) if an appeal to the Approval Order and Judgment is filed, the day the Court of Appeals enters its judgment upholding the Court's Approval Order and Judgment, or (iii) the day upon which all appeals, reviews, or writs are dismissed, denied, and/or exhausted, and the Approval Order and Judgment is no longer subject to judicial review.

1.10. "Gross Settlement Amount" means three hundred thousand dollars $270,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and the Costs of Administration.

1.11. "Individual PAGA Payment" means each Aggrieved Employee's *pro rata* share of the twenty-five percent (25%) portion of the PAGA Penalties which is to be distributed to Aggrieved Employees, which Individual PAGA Payment will be calculated according to the number of Pay

Periods each individual Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon its approval of the Settlement.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA Penalties which is to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "PAGA Counsel" means Blackstone Law, APC, including Jonathan M. Genish, Barbara DuVan-Clarke, and Alexander K. Spellman, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees" and "PAGA Counsel Litigation Expenses" mean the amounts allocated to PAGA Counsel for payment of reasonable attorneys' fees, and reimbursement of reasonable litigation expenses, respectively, incurred to prosecute the Action.

1.18. "Pay Period" means any pay period, during which an Aggrieved Employee was employed by Defendant as a non-exempt employee for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from April 12, 2021, to August 30, 2022.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Notice" means Plaintiff's April 12, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which amount will be arrived at by deducting PAGA Counsel Fees, PAGA Counsel Litigation Expenses, Representative Payment, and the Costs of Administration from the Gross Settlement Amount. The PAGA Penalties shall be allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.23. "Plaintiff" means Rene Umana, the named plaintiff in the Action.

1.24. "Approval Order and Judgment" means the Court order granting approval of the PAGA Settlement and entering judgment thereupon.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and the Aggrieved Employes, as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant and each of its former and present directors, officers, employees, agents, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1.27 "Representative Payment" means the payment to Plaintiff for his time and efforts as the PAGA group representative in this matter.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendant" means Defendant Columbus Technologies & Services, Inc.

2. RECITALS

2.1. On May 17, 2022, Plaintiff commenced the Action by filing a Class Action Complaint for Damages alleging causes of action against Defendant for: failure to pay all overtime and minimum wages, failure to provide all required meal and rest breaks, failure to pay premiums for non-compliant meal and rest breaks, failure to pay wages timely upon termination, failure to provide accurate wage statements, and unlawful business practices in violation of Business and Professions Code § 17200, et seq. On September 19, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq*. against Defendant, alleging all of the above-referenced causes of action and adding a cause of action for civil penalties pursuant to PAGA premised upon the aforementioned Labor Code violations. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On January 3, 2024, the Parties participated in an all-day mediation presided over by mediator Eve Wagner which led to this Settlement.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, multiple iterations of Defendant's employee handbook, Plaintiff's personnel records, and a representative sampling of time and pay data for the Aggrieved Employees.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay two hundred seventy thousand dollars ($270,000) as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Gross Settlement Amount is subject to increase, however, should the escalator provision in Paragraph 8 be triggered. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order and Judgment:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than forty percent (40%), of the Gross Settlement Amount (equivalent to $108,000, so long as the Gross Settlement Amount is $270,000), and PAGA Counsel Litigation Expenses of not more than $30,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees and PAGA Counsel Litigation Expenses. If the Court approves PAGA Counsel Fees and/or PAGA Counsel Litigation Expenses in an amount less than the amounts requested, the Settlement Administrator will allocate the remainder to the PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fees and/or PAGA Counsel Litigation Expenses. The Settlement Administrator will pay the PAGA Counsel Fees and PAGA Counsel Litigation Expenses using one or more IRS 1099 Form(s). PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and the PAGA Counsel Litigation Expenses and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments among Plaintiff's counsel.

3.2.2. To the Administrator: Costs of Administration not to exceed $4,500 except for a showing of good cause and as approved by the Court. To the extent the Costs of Administration are less, or the Court approves payment less than $4,500, the Administrator will add the remainder to the PAGA Penalties.

3.2.3. To Plaintiff: A Representative Payment in the amount of $5,000.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $122,500 to be paid from the Gross Settlement Amount, with 75% ($91,875) allocated to the LWDA Payment and 25% ($30,625) allocated to the Individual PAGA Payments.

3.2. 4.1. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($30,625) by the total number of Pay Periods of all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's individual Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 353 Aggrieved Employees who worked a total of 6,618 Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the Court's entry of the Approval Order and Judgment, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Settlement Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Settlement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, the LWDA Payment, the General Release Payment, Representative Payment, the PAGA Counsel Litigation Expenses, and PAGA Counsel Fees. The Settlement Administrator will also distribute the Court-approved Costs of Administration to itself. Disbursement of the PAGA Counsel Fees shall not precede disbursement of Individual PAGA Payments.

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

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

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

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

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff will release claims against all Released Parties as follows:

5.1 <u>Plaintiff's Release</u>. Plaintiff, and his agents, heirs, successors, and assigns, release and discharge Released Parties from any and all claims, debts, damages, penalties, and losses, that arose prior to and through the date of execution of this settlement agreement, including, but not limited to: (a) all claims that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, (b) all claims, causes of action, damages, and penalties arising from Plaintiff's employment, including under Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) (regarding existing but not prospective claims), the Fair Labor Standards Act (FLSA), the Equal Pay Act, the Employee Retirement Income Security Act (ERISA) (regarding unvested benefits), the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42the National Labor Relations Act (NLRA), the Age Discrimination in Employment Act (ADEA), the Uniform Services Employment and Reemployment Rights Act (USERRA), the California Fair Employment and Housing Act (FEHA), the California Labor Code, the California Constitution, including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released by this Agreement ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, or workers' compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 <u>Plaintiff's Waiver of Rights</u>. For purposes of Plaintiff's Release, Plaintiff expressly acknowledges that he understands California Civil Code section 1542 and hereby waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present agents, heirs, successors, and assigns, the Released Parties from all claims arising during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR APPROVAL OF SETTLEMENT

The Parties agree to cooperate in the preparation and filing of a motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff and Plaintiff's Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including (i) a draft proposed Approval Order and Judgment; (ii) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with the Aggrieved Employees and/or the Settlement Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if possible, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for promptly delivering the Court's Approval Order and Judgment, upon its entry by the Court, to the Settlement Administrator. Defense Counsel will reasonably cooperate with PAGA Counsel to facilitate completion of necessary motions for approval and receipt of Court approval.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents to be filed therewith, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and attempting in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and working in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4 Dismissal of Class Claims. No later than 14 days after the Effective Date, Plaintiff shall file a request for dismissal without prejudice of all class claims asserted in the Action.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration("Apex" or "Settlement Administrator") to serve as the Settlement Administrator and have verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Costs of Administration. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator, other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund which meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator contained in this Agreement or otherwise ordered by the Court.

8. AGGRIEVED EMPLOYEE GROUP SIZE AND ESCALATOR CLAUSE

8.1 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 353 Aggrieved Employees who worked 6,618 Pay Periods during the PAGA Period. If, however, the actual number of Pay Periods during this timeframe exceeds 6,618 Pay Periods by more than 7.5%, the Gross Settlement Amount will be increased by the actual percentage in excess of the 7.5% threshold (*i.e.*, an 8.5% increase in Pay Periods would result in a 1% increase in the Gross Settlement Amount).

9. CONTINUING JURISDICTION OF THE COURT

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

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

10. ADDITIONAL PROVISIONS

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

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

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U. S. Mail, or the day sent by email, addressed as follows:

To Plaintiff:
Jonathan Genish, Esq. (*email*: jgenish@blackstonepc.com)
Barbara DuVan-Clarke, Esq. (*email*: bdc@blackstonepc.com)
Alexander K. Spellman, Esq. (*email*: aspellman@blackstonepc.com)
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211

To Defendant:
Beth A. Schroeder, Esq. (*email*: bschroeder@raineslaw.com)
Matthew D. Pate, Esq. (*email*: mpate@raineslaw.com)
RAINES FELDMAN LITTRELL LLP
1900 Avenue of the Stars, 19th Floor
Los Angeles, California 90067

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts electronically (i.e. DocuSign), or via email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF RENE UMANA

Date: 05/31/2024

RAU

____

Plaintiff Rene Umana

On behalf of DEFENDANT COLUMBUS TECHNOLOGIES & SYSTEMS:

Date:

By:_______________________________

Columbus Technologies & Systems

Its _______________________________

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts electronically (i.e. DocuSign), or via email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF RENE UMANA

Date:

____

Plaintiff Rene Umana

On behalf of DEFENDANT COLUMBUS TECHNOLOGIES AND SERVICES, INC.:

Date:

By: ______________________________

Ajay Handa

Its CEO

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
03/24/2022	Mailing	Records Request Mailing to Columbus Technologies & Services, Inc.	$7.33
03/24/2022	Mailing	Records Request to CT Corporation System	$7.33
12/4/2022	Filing	PAGA Letter Filing With LWDA	$75.00
04/13/2022	Mailing	PAGA Notice to Columbus Technologies & Services, Inc.	$7.33
04/13/2022	Mailing	PAGA Notice to CT Corporation	$7.33
10/6/2022	Filing	First Legal: Filing Proof of Personal Service	$37.70
10/6/2022	Service	First Legal: Service of Complaint & Initial Documents	$116.51
10/6/2022	Filing	First Legal: Filing of Complaint & Initial Documents	$1,571.60
06/13/2022	Mailing	Mailing of Notice of ISC and Case Assignment (was returned)	$0.93
06/17/2022	Mailing	Mailing of Notice of ISC and Case Assignment	$1.56
06/30/2022	Filing	First Legal: Filing of Initial Status Conference Case Assignment	$37.70
09/30/2022	Filing	First Legal: Filinf of Initial Status Conference Report	$37.70
09/30/2022	Filling	First Legal: Filing of Amended Complaint	$37.70
11/30/2022	Filing	First Legal: Filing of Proof of Service	$37.70
12/31/2022	Filing	First Legal: Filing of Plaintiff Opposition to Defendant's Motion to Compel Arbitration	$37.70
12/1/2023	Other	Payment to Los Angeles Superior Court Download Fee	$8.20
12/1/2023	Other	First Legal Depositions: Court Reporter Services	$806.25
01/31/2023	Filing	First Legal: Filing of [Proposed] Order on Plaintiff's Motion to Strike Defendant	$102.35
06/27/2023	Mediation	Payment to Signature Resolution: Eve Wagner	$10,450.00
06/27/2023	Mailing	Mailing to Signature Resolution: Eve Wagner	$4.75
09/25/2023	Mailing	Mailing of Stipulation to Stay the Case	$0.63
09/26/2023	Filing	Steno: Filing of Joint Status Report and Stipulation to Further Stay Case, [Proposed] Order	$86.95
01/19/2024	Other	Check to Berger Consulting Group	$4,545.00
01/19/2024	Mailing	Mailing to Berger Consulting Group	$0.63
3/6/2024	Filing	Steno: Filing of Joint SCS	$59.95
3/10/2024	Filing	Steno: Filing of Joint SC Statement	$99.95

Total: $18,185.78