MAKAREM & ASSOCIATES, APLC
Ronald W. Makarem, Esq. (SB# 180442)
Samuel D. Almon, Esq. (SB# 243569)
Joshua I. Epstein, Esq. (SB# 344453)
11601 Wilshire Boulevard, Suite 2440
Los Angeles, CA 90025-1760
Phone: (310) 312-0299; Fax (310) 312-0296

RAHM LAW GROUP, APC
Michael F. Rahmanou, Esq. (SB# 290239)

Attorneys for Plaintiff
HECTOR M. BARRAZA-BENITEZ, on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HECTOR M. BARRAZA-BENITEZ, on behalf of all other aggrieved employees, Plaintiff, v. DMCG, INC., a California Corporation; BAIL HOTLINE BAIL BONDS, INC., a California Corporation; and DOES 1-20, inclusive, Defendants.	Case No.: 23STCV03269 **DECLARATION OF JOSHUA I. EPSTEIN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** [*Filed Concurrently With Motion for PAGA Settlement; Declaration of Hector M. Barraza-Benitez;* and [Proposed] Order] Date: June 3, 2027 Time: 10:00 AM Department: 508 Reservation ID: 589119027612

DECLARATION OF JOSHUA I. EPSTEIN

I, Joshua I. Epstein, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California. I am an attorney for the law firm of Makarem & Associates APLC, counsel of record for Plaintiff in this case, together with Rahm Law Group, APC. I make this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them under oath.

2. Plaintiff HECTOR M. BARRAZA-BENITEZ ("Plaintiff") and Defendants DMCG, Inc. ("DMCG") and Bail Hotline Bail Bonds, Inc. ("BHBB") (together, "Defendants") (hereinafter collectively with Plaintiff the "Parties"), pursuant to Labor Code section 2699, reached a negotiated settlement of Plaintiff's claims under the Labor Code Private Attorneys General Act ("PAGA") as detailed in the Parties' PAGA Settlement Agreement ("Agreement" herein), a true and correct copy of which is attached hereto as "Exhibit A".

3. On May 11, 2022, Plaintiff provided written notice of his intent to file a claim for civil penalties under PAGA to the LWDA against Defendants, which was assigned LWDA Case No. LWDA-CM-883374-22.

4. On February 14, 2023, Plaintiff filed the Action against DMCG, Inc. and Bail Hotline Bail Bonds, Inc. in the Los Angeles Superior Court, Case No. 23STCV03269, asserting a single cause of action for civil penalties under PAGA. Defendant Bail Hotline Bail Bonds, Inc. answered the Complaint on April 21, 2023, and Defendant DMCG, Inc. answered the Complaint on June 1, 2023.

5. Defendants moved to compel Plaintiff's individual PAGA claim to arbitration pursuant to Plaintiff's written agreement with DMCG. The Court granted the motion to compel arbitration, compelled Plaintiff's individual PAGA claim to arbitration, and stayed the non-individual PAGA claims. On or about December 10, 2024, Plaintiff initiated his individual arbitration claim with the American Arbitration Association, which was assigned AAA Case No. 01-24-0009-0862 (the "Individual Arbitration"). Plaintiff propounded and responded to discovery

during the Individual Arbitration. PAGA Counsel also took several depositions of Defendants' employees, including former Office Manager David Molina, Executive of Operations Gilberto McGuire, and HR Manager Sheryl Maglanque. The Individual Arbitration is currently stayed pending approval of this PAGA Settlement by the Court and will be dismissed immediately following the Effective Date.

6. In advance of mediation, Defendants produced time and payroll records for a sampling of Aggrieved Employees, as well as employment policy documents, to allow Plaintiff to fully evaluate the claims in the Action. PAGA Counsel utilized a qualified expert to assist in the review and analysis of possible penalties. PAGA Counsel also considered Defendants' production of documents concerning Defendants' policies and procedures.

7. On March 5, 2026, the Parties participated in a mediation with Steve Mehta, Esq. After a full day of mediation, the Parties were unable to reach an agreement. However, the Parties continued to negotiate with the assistance of the mediator and were eventually able to reach a settlement, which includes a resolution of both the Individual Arbitration and the Action. The Parties thereafter completed a long-form settlement of Plaintiff's PAGA claims, for which the Parties now jointly seek this Court's approval under Labor Code section 2699.

8. As part of the Agreement executed by the Parties, Defendants agreed to pay the Gross Settlement Amount of $537,500.00 in consideration for release of the Released PAGA Claims, which means all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice during the PAGA Period. Because of Defendants' other financial obligations, the Gross Settlement Amount will not be paid in a single payment; it will instead be funded in three separate installments: $134,375.00 (25% of the Gross Settlement Amount) within sixty (60) days of the Effective Date, $201,562.50 (37.5%) within nine (9) months of the Effective Date, and $201,562.50 (37.5%) within sixteen (16) months of the Effective Date. Each payment from the Gross Settlement Amount is made in the same percentage that each installment bears to the Gross Settlement Amount. The release of the Released PAGA Claims is effective on the date when Defendant DMCG fully funds

the entire Gross Settlement Amount. The PAGA Period runs from December 11, 2021, to the Effective Date.

9. Under the Agreement, the PAGA Penalties—that is, the portion of the Gross Settlement Amount remaining after the Court-approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and service payment to the Aggrieved Employee Representative—are to be paid from the Gross Settlement Amount, with 75 percent allocated to the LWDA PAGA Payment and 25 percent allocated to the Individual PAGA Payments to the Aggrieved Employees. The Parties and their respective counsel agree that the settlement of the PAGA claims for the consideration and on the terms set forth herein is fair, reasonable, and adequate, given all known facts and circumstances and the risks inherent in litigation, including potential appellate issues. In addition, Plaintiff, as a designated private attorney general, believes the settlement amount entered into is in the best interest of the LWDA and that the PAGA Settlement is fair, reasonable, and adequate, given the inherent risk of litigation.

10. Plaintiff's counsel represents that the LWDA was provided the relevant portions of the Agreement pursuant to Labor Code § 2699. A true and correct copy of the LWDA's confirmation email for LWDA Case No. LWDA-CM-883374-22 is attached hereto as "Exhibit B."

11. Former Labor Code § 2699(l)(2) requires that any proposed settlement of a PAGA action be submitted to the LWDA. Plaintiff has completed this requirement by concurrently submitting a copy of the Agreement and this filing to the LWDA through its online portal. PAGA Counsel has also timely transmitted to the LWDA each of the other PAGA documents required in this Action, namely the initial notice of violations (Labor Code § 2699.3 (a)) and the Operative Complaint (Labor Code § 2699(l)(1)).

12. The LWDA had opportunity to investigate and obtain civil penalties by citation after Plaintiff submitted his PAGA notice to the LWDA. All that is required now regarding LWDA involvement is for the requisite documentation to be submitted to the LWDA pursuant to former Labor Code § 2699(l)(2). That has been done.

13. PAGA Counsel and Plaintiff conducted a thorough investigation into the facts of the

Action, including by reviewing Defendants' production of responsive documents and information requested for mediation. Defendants produced time and payroll records for a sampling of Aggrieved Employees, as well as employment policy documents. PAGA Counsel analyzed this data, including time and payroll records and wage statements, in order to evaluate the potential penalties and for respective counsel to engage in meaningful settlement discussions, and utilized a qualified expert to assist in the review and analysis of possible penalties. PAGA Counsel also took several depositions of Defendants' employees and reviewed Defendants' written discovery responses. PAGA Counsel closely reviewed the documents and data provided by Defendants to determine the amount of potential PAGA penalties and other remedies potentially available to Plaintiff and the aggrieved individuals based on the claims alleged in the Action.

14. As a result of this investigation, Plaintiff learned that there are approximately 458 Aggrieved Employees, including Plaintiff, throughout the State of California who worked approximately 23,298 PAGA Pay Periods during the PAGA Period. The PAGA Period runs from December 11, 2021, through the Effective Date. The Gross Settlement Amount of $537,500.00 represents over $23 per PAGA Pay Period, with the PAGA Penalties allocated 75 percent to the LWDA PAGA Payment and 25 percent to the Aggrieved Employees as Individual PAGA Payments. If the actual number of PAGA Pay Periods exceeds the represented number of 23,298 by more than ten percent (10%) the Gross Settlement Amount will increase proportionally, unless DMCG elects to end the PAGA Period earlier than the Effective Date. Any such increase in the Gross Settlement Amount will be paid as follows: (25% of the Gross Settlement Amount) within sixty (60) days of the Effective Date, (37.5% of the Gross Settlement Amount) within nine (9) months of the Effective Date, and (37.5% of the Gross Settlement Amount) within sixteen (16) months of the Effective Date. If the number of PAGA Pay Periods reaches 25,628, DMCG may decline to have the PAGA Period end on the Effective Date and may instead select an earlier end date, so long as that date is after June 30, 2026. In no event may DMCG pay less than $537,500.00 to resolve the Action; $537,500.00 is the minimum amount DMCG has agreed to pay. DMCG must make its election no later than ten (10) business days after providing the Aggrieved Employee Data

to the Administrator, and if it fails to do so the PAGA Period is deemed terminated upon reaching the 10% escalator.

15. This settlement is fair and reasonable considering the probability of recovery in this matter and the role of judicial discretion in right-sizing any penalty amount. In the present Action, Defendants argued that an award of penalties would be unjust, arbitrary, oppressive, or confiscatory and that any potential violations were corrected.

16. To date, my firm has incurred $30,061.42 in litigation costs. In terms of their actual time spent on the matter, PAGA Counsel have collectively spent 284.80 hours, and multiplying those hours by their hourly rates, PAGA Counsel's incurred fees total $228,137.00. PAGA Counsel will incur additional expenses through the completion of the disbursement and accounting process (including, but not limited to, filing this Motion and appearance at the hearing, and other appearances and communications regarding final accounting). The PAGA Counsel Litigation Expenses Payment is in such amount as may be approved by the Court, and Defendants will not oppose the request provided that all expenses presented to the Court for approval were reasonably incurred and related to this litigation. A true and correct copy of PAGA Counsel's itemized cost bill for this matter is attached hereto as "Exhibit C." A summary of PAGA Counsel's hours and hourly rates is set forth in paragraphs 35 through 37 below.

17. PAGA Counsel anticipate spending additional time working with the Settlement Administrator through the disbursement and accounting process.

18. In this case, 35% of the Gross Settlement Amount in attorneys' fees is fair and reasonable in light of the substantial time spent by PAGA Counsel litigating this case and the substantial benefit to be received by the state and the Aggrieved Employees. Moreover, the award is approved by the Plaintiff and Defendants. The attorneys' fees award is intended to reimburse Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the settlement if it is approved. Accordingly, the fee request here is warranted

and should be granted.

19. Makarem & Associates, a small firm, together with Rahm Law Group, APC, took on this case on a contingent-fee basis against a business represented by a reputable defense firm. Plaintiff signed a contingency-fee agreement stating that Counsel could receive a fee of up to forty percent (40%) of the overall recovery. When my firm takes on contingent cases, we must pay careful attention to the economics involved or one bad case can destroy years of work. Accordingly, when we take on contingency cases, we anticipate that we shall, if successful, receive a fee that may exceed our normal hourly rate; otherwise the risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters which might pay us hourly. When Counsel became involved in this case, we realized the time commitment that it would entail and we were forced to turn down matters that we otherwise should have been able to take on. In sum, this case claimed a significant portion of Counsel's time and attention throughout its pendency.

20. In this case, my firm has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing the claims, conducting legal research, reviewing records, taking depositions, propounding and responding to discovery, retaining and consulting with a damages expert, negotiating the settlement, preparing the long-form Agreement, preparing this Motion, and otherwise litigating the Action.

21. In other words, PAGA Counsel has expended a significant amount of time and effort in litigating the present case. It is only because of PAGA Counsel's continued and aggressive litigation of this lawsuit that a settlement was eventually achieved. But for PAGA Counsel's continued pursuit of this litigation, the vast majority of Aggrieved Employees would likely have received nothing from Defendants.

QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL

22. Makarem & Associates has litigated numerous complex business matters, including employment cases. We settled Porter, et al. v. Equinox Holdings, Inc., Alameda County Superior Court Case No. RG19009052, for $36 million, we have settled numerous other cases for seven

figures, and several more for six-figure amounts. We have also obtained seven-figure judgments in complex litigation matters. Makarem & Associates is a nine-attorney law firm in West Los Angeles, and the firm practices in the areas of employment litigation and complex business litigation, including wage and hour class actions and representative actions under PAGA.

23. My colleague, Ronald W. Makarem, has been approved as class counsel in wage and hour class actions over 30 times, including matters certified on contested motions. He was named a "Top 20 Attorney under the Age of 40" in California by the Daily Journal in 2007, and has been named a California Super Lawyer from 2010 to the present. He was awarded "Top 100 Attorney" in Southern California by Los Angeles Magazine and Super Lawyers for 2013 and 2019. In 2012, he received the CLAY award for "Attorney of the Year" by California Lawyer Magazine for his work on a landmark California Supreme Court case. He is a certified legal malpractice specialist by the California State Bar. In 2015, he received the AALASC Trailblazer Award, which recognizes attorneys who demonstrate vision, courage and tenacity in their practice. In this Action, Mr. Makarem oversaw the prosecution of Plaintiff's claims, participated in the evaluation of the claims and the potential penalties, and approved the terms of the Agreement.

24. My former colleague, Daniel J. Bass, has been litigating for more than a decade, almost all of which has been spent representing employees in complex employment actions, including class actions and representative actions. He has been approved as class counsel in wage and hour class actions over 20 times, including matters certified on contested motions. He has been named a California Super Lawyer "Rising Star" each year from 2020 to the present. In this Action, Mr. Bass conducted the initial investigation and document review, communicated with Plaintiff and witnesses, drafted the complaint, opposed the motion to compel arbitration, and developed case strategy.

25. My colleague, Samuel D. Almon, graduated cum laude from the University of Georgia with a B.B.A. in finance in 2001, and in 2004 graduated from the University of Chicago Law School, where he received the Edmund A. Spencer Scholarship. From 2006 to 2007 he served as a law clerk to the Honorable Stanley F. Birch, Jr. of the United States Court of Appeals for the

Eleventh Circuit. He has been selected as a Southern California Super Lawyer in employment law each year since 2022. He is an active member of the California Employment Lawyers Association (CELA), the Consumer Attorneys Association of Los Angeles (CAALA), and Consumer Attorneys of California (CAOC), and he has published in The Advocate, the magazine of the Consumer Attorneys Association of Los Angeles. Earlier in his career he practiced with several national law firms, including Latham & Watkins LLP and Schiff Hardin LLP, where he practiced complex litigation including class actions. A substantial portion of his practice is devoted to wage and hour class actions and PAGA representative actions, and he has been approved as class counsel in numerous wage and hour class actions. In this Action, Mr. Almon attended the mediation, developed case strategy, and advised on the structure of the Settlement and on the preparation of this Motion and supporting papers.

26. My colleague, Mary C. Lipscomb, received her undergraduate degree from Tufts University and her law degree from the UCLA School of Law in 2020. She was provisionally licensed to practice law in California in 2021 under the California State Bar's provisional licensure program for 2020 law school graduates, and was admitted to the California Bar in November 2021. She is an associate at Makarem & Associates, where her practice is devoted to employment litigation. In this Action, Ms. Lipscomb conducted legal research and document and record review and assisted in the drafting of the mediation brief.

27. My colleague, Nizam Shaikh, received his undergraduate and law degrees from UCLA and was admitted to practice law in California in December 2024. He is an associate at Makarem & Associates, where his practice is devoted to employment litigation. In this action, Mr. Shaikh conducted legal research, reviewed documents, and helped prepare the motion for approval of the settlement.

28. My former colleague, David Vergara Murayama, was admitted to practice law in California in January 2026. He was an associate at Makarem & Associates. In this action, Mr. Murayama conducted a preliminary document review and analyzed time, payroll and wage statement data.

29. I am an attorney at Makarem & Associates, APLC. I graduated from the University of Chicago with a B.A. in philosophy in 2012. In 2017, I graduated from Berkeley Law. From 2017 to 2020, I served as a law clerk to the Honorable Alistair E. Newbern of the United States District Court for the Middle District of Tennessee. I was admitted to practice law in New York in 2020. From the end of 2020 until July 2022, I practiced law in California at Bet Tzedek Legal Services under the Registered Legal Services Attorney Program, which allows attorneys licensed in other states to practice law in California under the supervision of a California attorney at a qualifying non-profit organization. I was admitted to practice law in California in July 2022. I am a member of the California Employment Lawyers Association (CELA) and Consumer Attorneys Association of Los Angeles (CAALA). In my practice, I represent employees in individual civil rights actions and class and PAGA actions, and consumers in legal malpractice actions. I have served as one of the primary attorneys responsible for the day-to-day prosecution of this Action, including the Individual Arbitration, written discovery, the depositions of Defendants' employees, the mediation, the negotiation and drafting of the Agreement, and the preparation of this Motion and the supporting papers.

30. Plaintiff is also represented by Michael F. Rahmanou of Rahm Law Group, APC, as co-counsel. Mr. Rahmanou graduated from law school in 2010 and has served as the managing attorney and Chief Executive Officer of Rahm Law Group, APC since his admission to the California bar in 2013. He has been litigating employment cases on behalf of employees, including class and representative actions, since approximately 2015, and he has been approved as class counsel by California courts in prior wage and hour matters, including *Jimenez v. CR&R Incorporated*, Orange County Superior Court Case No. 30-2015-00818373-CU-MC-CXC; *Arnold v. MV Public Transportation, Inc.*, Los Angeles Superior Court Case No. BC721307, consolidated into the MV Transportation Wage and Hour Cases, JCCP No. 4993; and *Alvarado v. San Pedro Fish Market, LLC*, Los Angeles Superior Court Case No. 20LBCV00243. Mr. Rahmanou conducted the initial investigation in this matter, served as the primary point of contact for Plaintiff, helped develop case strategy, attended the mediation in this action, and contributed to the

negotiation and drafting of this Agreement and the preparation of this Motion and the supporting papers.

31. Attorneys at Makarem & Associates have engaged in all aspects of class and representative action litigation, including interviewing potential representative plaintiffs to determine the merits of their allegations; conducting pre-litigation investigation, including interviews, research and analysis; drafting class and representative action complaints; drafting discovery and responses thereto; conducting and defending depositions; drafting, opposing and orally arguing numerous law and motion matters (including oppositions to removal, demurrers, motions to strike, motions to compel, motions to compel arbitration, class certification motions, oppositions to motions to decertify, and preliminary and final approval motions); conducting class member and aggrieved employee interviews; legal research; settlement negotiations and meetings with defense counsel; statistical analysis of potential damages and penalties; and attending numerous mediation sessions for purposes of negotiating class and representative action settlements.

32. At any given time, Makarem & Associates has in excess of 30 wage and hour class and representative actions pending in various stages of the litigation process, from pre-litigation investigation to final approval pending.

33. Makarem & Associates is well qualified, because of our experience, knowledge, and resources, to act as counsel for and represent Plaintiff and the Aggrieved Employees in this Action. A substantial percentage of our practice is devoted to litigating wage, hour, and working-conditions violations, and the bulk of these cases are class and representative actions. Based on that experience, it is my belief that this Action could not have been settled on better terms than those provided under the Agreement, and that the Settlement is fair, reasonable, adequate, and in the best interests of the State and the Aggrieved Employees.

34. The following is a partial list of class actions in which Makarem & Associates has been approved as class counsel, both through contested motions and through settlements: *Becerra v. Sunridge Nurseries, Inc.*, Kern County Superior Court Case No. BCV-19-102625; *Fodera, et al.*

v. Equinox Holdings, Inc., United States District Court for the Northern District of California, Case No. 3:19-cv-05072-WHO; *Porter, et al. v. Equinox Holdings, Inc.*, Alameda County Superior Court Case No. RG19009052; *Mish, et al. v. UPS Ground Freight, Inc.*, N.D. Cal. Case No. 3:21-cv-04094-EMC; *Tappin v. TForce Freight, Inc.*, Sacramento Superior Court Case No. 34-2022-00314820-CU-OE-GDS; *Sanchez v. ARB, Inc.*, Orange County Superior Court Case No. 30-2016-00837130; *Weckiewicz v. Execap, Inc.*, Stanislaus Superior Court Case No. CV-18-001292; *Werner v. Crown Equipment Corp.*, Los Angeles Superior Court Case No. BC439428; *Castillo v. DHL Express (USA), Inc.*, Los Angeles Superior Court Case No. BC409169; *Aglubat v. FormFactor, Inc.*, Alameda Superior Court Case No. RG13692639; *Lopez v. ADIR International, LLC*, Los Angeles Superior Court Case No. BC436697; *Martinez v. G&M Oil, Inc.*, Orange County Superior Court Case No. 30-2009-00238965; *Lopez-Gallardo v. L&R Auto Parks, Inc.*, Los Angeles Superior Court Case No. BC394399; *Scanlan v. BLB Enterprises, Inc.*, Orange County Superior Court Case No. 07CC00002; *Martinez v. Providian Holdings, Inc.*, Los Angeles Superior Court Case No. BC4612987; *DeLeon v. Westlake Services, LLC*, Los Angeles Superior Court Case No. BC526750; *Reyes v. PQ Beverly Hills, Inc.*, Los Angeles Superior Court Case No. BC500609; *Funez v. GMG Janitorial, Inc.*, San Francisco Superior Court Case No. CGC-13-532261; *Fematt v. Mission Linen Supply*, Santa Barbara Superior Court Case No. 15CV03714; *Orozco v. California Terra Garden, Inc.*, San Mateo Superior Court Case No. CIV531629; *Powell v. Badger Daylighting Corp.*, Kern County Superior Court Case No. BCV-15-101202; *Barrerra v. Hacienda on the Lake*, Orange County Superior Court Case No. 30-2016-00839837-CU-OE-CXC; *Pantoja v. Autopia Car Wash*, Alameda County Superior Court Case No. RG14713663; *Galvez v. Ray Tech*, Alameda County Superior Court Case No. RG14737391; and *Guzman v. Pick N Pull Auto Dismantlers*, Alameda County Superior Court Case No. RG16816283.

PAGA COUNSEL'S ATTORNEYS' FEES AND COSTS

35. The proposed Settlement does not place PAGA Counsel's interests ahead of the interests of the State or the Aggrieved Employees. The provisions of the Agreement relating to attorneys' fees and litigation expenses were not negotiated until after the Parties reached an

agreement in principle as to the Gross Settlement Amount. In achieving the Settlement, the attorneys involved expended a significant number of hours. The following table summarizes the time spent by the attorneys of Makarem & Associates and Rahm Law Group on this matter:

Attorney	Experience	Billing Rate	Types of Tasks Assigned	Hours	Lodestar
Ronald W. Makarem	29+ years	$1,150	Case evaluation and litigation strategy; settlement negotiations; review and approval of settlement terms	12.00	$13,800.00
Samuel D. Almon	20+ years	$1,050	Litigation strategy; attended mediation; expert consultation; settlement structure; analysis of fees and costs; review of approval motion and supporting declarations	19.80	$20,790.00
Daniel J. Bass	12+ years	$795	Initial investigation and document review; client and witness communications; pleadings and opposing motion to compel arbitration; and litigation strategy	87.70	$69,721.50
Michael Rahmanou	12+ years	$795	Initial investigation; primary point of contact for Plaintiff; helped develop case strategy; attended the mediation in this action; and contributed to the negotiation and drafting of the Agreement and the preparation of this Motion and the supporting papers	40.00	$31,800.00
Joshua I. Epstein	9+ years	$795	Litigating individual arbitration; written discovery; depositions; expert consultation; mediation; long-form settlement agreement; approval motion and supporting declarations	90.30	$71,788.50
Mary Lipscomb	6+ years	$725	Legal research; document and record review; brief drafting	8.50	$6,162.50
Nizam Shaikh	1+ years	$550	Legal research; document review; drafting of approval motion and supporting declarations	17.40	$9,570.00
David Vergara Murayama	Less than 1 year	$495	Preliminary document review; analysis of time, payroll and wage statement data	9.10	$4,504.50
Total				284.80	$228,137.00

36. The rates used in the above chart are rates that have been submitted to, and accepted by, courts in the State of California in applications and/or motions for attorneys' fees throughout the State. The lodestar applying Plaintiff's counsel's rates is significantly lower than it would be if we applied the Laffey matrix rates. A true and correct copy of the Laffey Matrix is attached hereto as "Exhibit D." California courts have applied the Laffey Matrix with adjustments to the specific

California locality where counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 366 F.Supp.2d 912, 921-922.)

37. The total lodestar for Makarem & Associates and Rahm Law Group is $228,137.00, reflecting 284.80 hours of attorney time, and does not include the more than 30 additional hours that I anticipate Makarem & Associates will be required to spend to appear at the hearing on this Motion, facilitate the Settlement, answer questions from Aggrieved Employees, assist the Administrator, and submit a final accounting to the Court. The requested PAGA Counsel Fees Payment of $188,125.00 is therefore less than PAGA Counsel's lodestar incurred to date, and reflects a negative multiplier.

38. The contingency fees Makarem & Associates has charged our clients have generally fallen within the range of 33.3% to 40% of the recovery achieved. I am also aware, by virtue of my years in the field, that such contingency fees are normal and customary in this field. Of course, because we are a contingent-fee firm, in those cases where we do not achieve a recovery—which has unfortunately occurred, including in cases we have taken all the way through trial and appeal—we recover nothing, and are normally out of pocket on all of the expenses and costs advanced.

39. Additionally, and to date, my firm has incurred costs of $30,061.42 in prosecuting this Action. These costs reflect the type of expenses typically billed by attorneys to their paying clients in the marketplace, and include filing and service fees, court reporter and deposition costs, expert fees, and mediation fees.

40. I believe that Plaintiff is entitled to a reasonable service payment for his efforts and initiative in bringing and helping to prosecute this Action. Plaintiff spent considerable time better apprising himself of his rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting PAGA Counsel, who spent many hours with Plaintiff discussing the case and the law.

41. Plaintiff has diligently, adequately, and fairly represented his fellow Aggrieved Employees, and has not placed his interests above those of any other Aggrieved Employees. Plaintiff met with counsel to discuss the facts of the case, to review documents, and to give his feedback on the defensive claims of the defendant. Plaintiff assisted with formal and informal discovery in preparation of the Parties' facilitated settlement discussions, locating documents, reviewing settlement terms, and prepared a declaration in support of Plaintiff's motion.

42. The Parties have agreed to a service payment of no more than $10,000.00 to Plaintiff. The service award is proper for several reasons. The award is proper considering that Plaintiff spent a substantial amount of his own time to ensure that the representative claims could proceed and to ensure that the state and the Aggrieved Employees received a benefit in this case. Specifically, Plaintiff met with his attorneys before the lawsuit was filed and discussed his experiences working for Defendant DMCG at length while searching for all documents he had related to his employment with DMCG. During the litigation, Plaintiff remained in close contact with his counsel and engaged in numerous communications regarding the claims in the case and Defendants' defenses to those claims. Plaintiff also had numerous conversations with his counsel regarding the potential of the lawsuit, the terms of the ultimate Agreement, and in responding to discovery requests.

43. It is estimated that over the course of the lawsuit, Plaintiff spent 52 hours working on the case for the benefit of himself, the state, and the other Aggrieved Employees.

44. Plaintiff took risks, bore hardships, and made sacrifices that absent Aggrieved Employees did not. Rewarding his efforts is a proper incentive for individuals who come forward to challenge employment practices, thus fulfilling the policies and purposes underlying the Labor Code.

45. The Parties have jointly selected CPT Group as the settlement administrator (the "Administrator") to handle the notice and settlement administration. CPT Group is an experienced class and settlement notice administration company, and has acted as claims administrator in numerous wage and hour cases throughout the country. The Administrator has presented a "not to exceed" bid to counsel reflecting that its charges to administer the proposed settlement will not

exceed $7,000.00 except for a showing of good cause and as approved by the Court. Within 15 days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator. Defendants will fund the Gross Settlement Amount in three installments: $134,375.00 within sixty (60) days of the Effective Date (25% of the Gross Settlement Amount), $201,562.50 within nine (9) months of the Effective Date (37.5% of the Gross Settlement Amount), and $201,562.50 within sixteen (16) months of the Effective Date (37.5% of the Gross Settlement Amount). Within 10 days after Defendants funds each installment of the Gross Settlement Amount, the Administrator will mail checks for the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Aggrieved Employee Representative Award Payment, and the Administration Expenses Payment. Provided, however, that each of the aforementioned payments shall be in the same percentage that each installment payment bears to the Gross Settlement Amount. That is, (i) the first payment of the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Aggrieved Employee Representative Award Payment, and the Administration Expenses Payment shall be for 25% of the amount due to each recipient, (ii) the second payment shall be for 37.5% of the amount due to each recipient; and (iii) the third payment shall be for 37.5% of the amount due to each recipient. The Administrator will mail the Individual PAGA Payments to the Aggrieved Employees via First Class U.S. Mail. The face of each check shall prominently state the date, not less than 180 days after the date of mailing, when the check will be voided, and the Administrator will cancel all checks not cashed by the void date. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall re-distribute those funds to Aggrieved Employees who have cashed their checks, on a pro rata basis.

46. I am not aware of any actual or potential conflict of interest between Plaintiff and the Aggrieved Employees, or between PAGA Counsel and the Aggrieved Employees, arising from the Settlement or otherwise. Plaintiff was employed by DMCG as a non-exempt, hourly employee during the PAGA Period, and his claims arise from the same policies and practices at issue for the Aggrieved Employees generally. I am further not aware of any actual or potential conflict of interest between the Administrator and the Aggrieved Employees, PAGA Counsel, or the LWDA, and neither Plaintiff nor PAGA Counsel has any financial relationship with the Administrator.

47. I am not 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 October 2, 2026, at Los Angeles, California.

Joshua Epstein

Joshua I. Epstein, Esq.

EXHIBIT A

Signed 4/21/2026

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Hector M. Barraza-Benitez, individually, and on behalf of all other aggrieved employees ("Plaintiff") and Defendant DMCG, Inc. ("DMCG") and Bail Hotline Bail Bonds, Inc. ("BHBB"). DMCG and BHBB are collectively referred to hereinafter as "Defendants." The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants, captioned *Hector M. Barraza-Benitez v. DMCG, Inc. and Bail Hotline Bail Bonds, Inc.*, initiated on February 14, 2023 in the Los Angeles Superior Court as Case No. 23STCV03269.

1.2. "Administrator" means CPT Group ("Administrator"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means a non-exempt employee who was employed by DMCG in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in DMCG's possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Representative" means Plaintiff Hector M. Barraza-Benitez.

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

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

1.9. "Defense Counsel" means Roxborough, Pomerance, Nye & Adreani LLP.

1.10. "Effective Date" means the date on which the Court enters an Order Approving the PAGA Settlement.

1.11. "Gross Settlement Amount" means $537,500, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount shall be paid pursuant to the schedule set forth in paragraph 4.3 below, and will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods each Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.15. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Aggrieved Employee Representative award payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA Counsel" means MAKAREM & ASSOCIATES APLC and RAHM LAW GROUP, APC, the attorneys representing the Plaintiff in the Action.

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

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from December 11, 2021, to the Effective Date.

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

1.22. "PAGA Notice" means Plaintiff's May 11, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.24. "Plaintiff" means Hector M. Barraza-Benitez, the named plaintiff in the Action.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

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

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

1.29. "Defendants" means DMCG and BHBB.

2. RECITALS.

2.1. On February 14, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for Civil Penalties Under the Private Attorneys General Act. The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny 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. After filing the Operative Complaint, Defendants moved to compel Plaintiff's individual PAGA claim to arbitration pursuant to Plaintiff's written agreement with DMCG. The Court granted DMCG's motion to compel arbitration, and Plaintiff initiated his individual arbitration claim with the American Arbitration Association on or about December 10, 2024, and was assigned AAA Case # 01-24-0009-0862 ("the Individual Arbitration"). The Individual Arbitration is currently stayed pending approval of this PAGA settlement by the Court, and will be dismissed immediately following the Effective Date.

2.4. The Parties engaged in settlement discussions in an attempt to resolve the Action, and attended Mediation on March 5, 2026, before Steve Mehta, Esq. Among other things, before attending Mediation, DMCG produced time and payroll records for a representative sampling of Aggrieved Employees, as well as employment policy documents to allow Plaintiff to fully evaluate the claims in this Action. PAGA Counsel also took several depositions of DMCG's most qualified witnesses. PAGA Counsel utilized a qualified expert to assist in the review and analysis of possible penalties. PAGA Counsel also considered DMCG's production of documents concerning Defendant's policies and procedures.

2.5. After a full day of Mediation, the Parties were able to reach an agreement in principle, which settlement includes a resolution of both the Individual Arbitration and the Action.

2.6. 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, DMCG promises to pay $537,500.00 and no more as the Gross Settlement Amount. DMCG has no obligation to pay the Gross Settlement Amount before the deadlines or earlier than the schedule outlined in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. 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 Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of up to thirty-five percent (35%), which is $188,125, and a PAGA Counsel Litigation Expenses Payment as may be approved by the Court. Defendant will not oppose requests for Court approval of these payments, provided that all expenses presented to the Court for approval were reasonably incurred and related to this litigation. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than $10,000, the Administrator will retain the remainder to the Net Settlement Amount.

3.2.3. To the Aggrieved Employee Representative: An amount awarded as a PAGA representative service payment to Plaintiff, which will not exceed $10,000.00. This payment shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to participating Aggrieved Employees.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 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 approximately 458 Aggrieved Employees who worked a total of 23,298 PAGA Pay Periods from the beginning of the PAGA Period through the estimated end of the PAGA Period.

4.2. Aggrieved Employee Data. Within 15 days after the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the 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 Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omits 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 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, as follows: (i) $134,375, payable within sixty (60) days of the Effective Date (25% of the Gross Settlement Amount); (ii) $201,562.50, payable within nine (9) months of the Effective Date (37.5% of the Gross Settlement Amount); (iii) $201,562.50, payable within sixteen (16) months of the Effective Date (37.5% of the Gross Settlement Amount).

4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds each installment of the Gross Settlement Amount as outlined in paragraph 4.3, above, the Administrator will mail checks for the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Aggrieved Employee Representative Award Payment, and the Administration Expenses

Payment. Provided, however, that each of the aforementioned payments shall be in the same percentage that each installment payment bears to the Gross Settlement Amount. That is, (i) the first payment of the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Aggrieved Employee Representative Award Payment, and the Administration Expenses Payment. shall be for 25% of the amount due to each recipient, (ii) the second payment shall be for 37.5% of the amount due to each recipient; and (iii) the third payment shall be for 37.5% of the amount due to each recipient

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

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

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall re-distribute those funds represented by such checks to Aggrieved Employees who have cashed their checks, on a pro rata basis.

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 Agreement.

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 Plaintiff's Release. Plaintiff fully releases and forever discharge Defendants and the Released Parties from any and all claims, causes of action, damages, wages benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiff's employment by Defendant or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or

costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiff's employment or termination thereof with Defendant taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.3 Release by Aggrieved Employees.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff 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 Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the 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 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) and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, 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 (only to the extent that is true).

6.2 Responsibilities of PAGA Counsel. PAGA Counsel, with Defense Counsel's cooperation, is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to 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 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4 Dismissal of Individual Arbitration. Immediately following the Effective Date, Plaintiff and PAGA Counsel shall dismiss the Individual Arbitration in its entirety, and with prejudice

7. SETTLEMENT ADMINISTRATION.

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

7.2 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 that 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 or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

8.1 Based on its records, DMCG estimates that, as of the date of this Settlement Agreement, there are approximately 458 Aggrieved Employees who worked 23,298 Pay Periods through June 30, 2026. If the actual PAGA Pay Periods are more than 10% greater than the number of represented PAGA Pay Periods (i.e., if there are more than 25,627 PAGA Pay Periods) as of the Effective Date, the Gross Settlement Amount will be increased in proportion to the increase in PAGA Pay Periods (i.e., if the number of PAGA Pay Periods is 12% greater than 23,298, the Gross Settlement Amount shall increase by 2%), unless DMCG exercises its option in the following paragraph to end the PAGA Period earlier than the Effective Date. Any increase in the amount of the Gross Settlement Payment pursuant to this paragraph shall be paid on the same schedule and at the same percentages as set forth in paragraph 4.3 of this Agreement.

8.2 However, DMCG can choose to end the PAGA Period early upon hitting the 10% escalator. That is, if the number of PAGA Periods reaches 25,628, DMCG can decline to have the PAGA Period end on the Effective Date, and DMCG may instead select an earlier date as the end date of the PAGA Period so long as that date is after June 30, 2026. Nothing in this paragraph or any other paragraph of the Settlement shall be construed as an agreement that DMCG may pay less than $537,500 to resolve the Action. $537,500 is the minimum amount DMCG has agreed to pay to resolve the Action. DMCG shall provide the Class Data to the Settlement Administrator no later than fifteen (15) days after the Effective Date. DMCG shall make its election regarding the above no later than ten (10) business days after providing Class Data to the Settlement Administrator. Should DMCG fail to make its election within the above timeframe, then the PAGA Period shall be deemed to be terminated upon reaching the 10% escalator.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all rights to appeal from the 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 Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any

claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest the Defendants' 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 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement of all PAGA Claims alleged in the Action, 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 Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

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

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, 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 PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

10.14 Calendar Days. Unless otherwise noted, all references 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 United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MAKAREM & ASSOCIATES APLC.
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025
Attn: Joshua I. Epstein, Esq
epstein@law-rm.com
clerks@law-rm.com

To Defendants:

Roxborough, Pomerance, Nye & Adreani LLP
5900 Canoga Avenue, Suite 450
Woodland Hills, CA 91367
Attn: Gary A. Nye
gan@rpnalaw.com

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IT IS SO AGREED:

September 2, 2026
Dated: ~~August 31,~~ 2026

Hector Barraza
HECTOR M. BARRAZA-BENITEZ
on behalf of the general public
as private attorney general

September 2, 2026
Dated: ~~August 31~~, 2026

Hector Barraza
HECTOR M. BARRAZA-BENITEZ, as
an individual

Dated: August 31, 2026

DMCG, INC.

By: Daniel McGuire
Title: Chief Executive Officer

Dated: August 31, 2026

BAIL HOTLINE BAIL BONDS, INC.

By: Daniel McGuire
Title: Chief Executive Officer

EXHIBIT B

[PLACEHOLDER]

LWDA Confirmation of Submission of Proposed PAGA Settlement

LWDA Case No. LWDA-CM-883374-22

Barraza-Benitez v. DMCG, Inc., et al., LASC Case No. 23STCV03269

A true and correct copy of the LWDA's confirmation email will be substituted for this page upon receipt following submission of the proposed settlement and supporting papers through the LWDA online portal.

EXHIBIT C

MAKAREM & ASSOCIATES

A Professional Law Corporation

11601 Wilshire Boulevard · Suite 2440 • Los Angeles, California 90025-1760

Telephone (310) 312-0299 • Fax (310) 312-0296

www.makaremlaw.com

In Reference To:	DMCG (Barraza-Benitez) PAGA Action, LASC Case No. 23STCV03269; AAA Case No. 01-24-0009-0862
Professional services rendered through:	October 2, 2026
Matter No.:	1899.001

Additional Charges:

Date	Description	Amount
2/15/2023	Los Angeles Superior Court - Complaint Filing Fee and Complex Case Fee (Receipt # EFM-2023-5927621.1)	1,437.25
5/31/2023	One Legal inv. # 20510823 - Case Management Statement, Proof of Service	17.66
5/31/2023	One Legal inv. # 20510825 - Case Management Statement, Proof of Service (Courtesy Copy)	42.98
12/26/2023	One Legal inv. # 21895874 - Opposition, Declarations, Proof of Service	17.66
12/10/2024	American Arbitration Association	205.20
12/27/2024	One Legal inv. # 24396494 - Status Conference Statement	23.44
6/17/2025	One Legal inv. # 25619022 - Joint Status Conference Report	23.44
9/25/2025	Technology Assisted Case Support Services	132.00
11/19/2025	Genesis Court Reporting inv. # 8326 - Deposition of Leo Schneider (Same-Day Cancellation Fee)	500.00
11/26/2025	Genesis Court Reporting inv. # 8339 - Deposition of David Molina	1,445.00
11/27/2025	Genesis Court Reporting inv. # 8340 - Deposition of Gilberto McGuire	735.00
11/27/2025	Genesis Court Reporting inv. # 8343 - Deposition of Sheryl Maglanque	1,085.00
1/21/2026	Steven G. Mehta inv. # 20294 - Full Day Mediation	11,750.00
2/11/2026	Employment Research Corporation - Retainer for Expert Analysis	5,000.00
3/12/2026	Employment Research Corporation inv. # 5316 - Expert Analysis	2,815.00
6/23/2026	Mediation Offices of Steven G. Mehta inv. # 20519 - Post-Mediation Services	4,761.00
6/24/2026	One Legal inv. # 28556717 - Notice of Ruling	24.53
8/18/2026	One Legal inv. # 29038074 - Stipulation and Order, Proof of Service	46.26
	Total additional charges	**$30,061.42**
	Balance due	**$30,061.42**

EXHIBIT D

LAFFEY MATRIX

History
Case Law
See the Matrix
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

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

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

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