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Attorneys for Plaintiff Felissia Fry and the Class

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

FELISSIA FRY, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MERAKEY ALLOS, a Pennsylvania
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2022-00032123-CU-OE-CTL

Honorable Loren G. Freestone
Department C-64

CLASS ACTION

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFF'S RENEWED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND RENEWED MOTION
FOR ATTORNEYS' FEES AND COSTS,
AND INCENTIVE AWARD**

Date: February 27, 2026
Time: 10:30 AM
Department: C-64

Complaint Filed: August 11, 2022
FAC Filed: October 20, 2022
SAC Filed: September 24, 2024
Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Felissia Fry (“Plaintiff”) and the Class in the above-captioned matter. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and, if called as a witness, I could and would competently testify as follows.

PRELIMINARY APPROVAL OF SETTLEMENT

2. On August 20, 2025, in Department C-64 of the above-entitled Court, the Honorable Loren G. Freestone preliminarily approved the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement,”) entered into between Plaintiff and Defendant Merakey Allos, (“Defendant,”) (together with Plaintiff referred to as the “Parties”) and conditionally certified the Class for settlement purposes. The Court provisionally appointed Plaintiff Felissia Fry as the representative of the Class (“Class Representative”). The Court also provisionally appointed and designated Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”).

3. The Court approved and ordered the mailing of the Notice of Class Action Settlement (“Class Notice”), adopted the notice, opt-out, and objection procedures and ordered their implementation. The Court appointed Simpluris, Inc. (“Simpluris”) to serve as the third-party settlement administrator and handle the notice and settlement administration process.

4. On December 16, 2025, Plaintiff filed her Motion for Final Approval of Class Action and PAGA Settlement (“Original Motion for Final Approval”) and accompanying Motion for Attorneys’ Fees and Costs, and Incentive Award (“Original Motion for Fees”), along with supporting documentation.

5. At the January 9, 2026 Hearing on Plaintiff’s Original Motion for Final Approval and Original Motion for Fees, the Court inquired as to why the escalated Gross Settlement Amount which the Court had preliminarily approved (\$1,953,000.00) was not included in the Class Notice that was mailed to the Class, and instead the Class Notice referenced the reduced

1 amount of \$1,948,750.00.

2 6. At the January 9, 2026 Hearing, the Parties discussed the Settlement
3 Administrator's revised calculation of the escalated Gross Settlement Amount with the Court,
4 and informed the Court that Defendant, nevertheless, has agreed to pay the higher amount
5 preliminarily approved by the Court, \$1,953,000.00, as the escalated Gross Settlement Amount.

6 7. On January 23, 2026, the Parties executed the Amendment No. 1 the Joint
7 Stipulation of Class Action and PAGA Settlement and Release ("Amendment"), which amended
8 the definition of the Gross Settlement Amount to mean \$1,953,000.00, to be consistent with the
9 Parties' discussion with and representation to the Court. Marked and attached hereto as
10 "EXHIBIT 1" is a true and correct copy of the Amendment.

11 8. As of the date of filing the accompanying Renewed Motion for Final Approval of
12 Class Action and PAGA Settlement ("Renewed Motion for Final Approval") and accompanying
13 Renewed Motion for Attorneys' Fees and Costs, and Incentive Award ("Renewed Motion for
14 Fees"), no Settlement Class Member has objected to the Class Settlement, the contemplated
15 request for Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs, or
16 the allocation for the PAGA Penalties.

17 **WORK PERFORMED BY CLASS COUNSEL**

18 9. Several attorneys at Lawyers *for* Justice, PC have been actively performing work
19 in this matter since prior to its commencement on August 22, 2022.

20 10. Before initiating the case, Lawyers *for* Justice, PC investigated and researched the
21 facts and circumstances underlying the pertinent factual and legal issues and applicable law.
22 This required thorough discussions and interviews between attorneys at Lawyers *for* Justice, PC
23 and Plaintiff and research into the various legal issues involved in the case, namely, the current
24 state of the law as it applied to class certification, representative adjudication, and trial; the law
25 relating to class certification, manageability, off-the-clock theory, regular rate, meal and rest
26 periods, expense reimbursements, recordkeeping and wage statement requirements,
27 representative Private Attorneys General Act ("PAGA") claims and penalties, and wage-and-
28 hour law and enforcement, Plaintiff's claims and allegations, and potential defenses. After

conducting an initial investigation, Lawyers for Justice, PC determined that the claims of Plaintiff were well-suited for class-wide and representative adjudication, owing to what appeared to be a common course of conduct affecting a similarly situated group of current and former hourly-paid or non-exempt employees of Defendant in California, who were not properly compensated for, *inter alia*, all hours worked, non-compliant meal and rest periods, and business expenses.

11. Class Counsel conducted significant informal discovery and investigation into the facts of the case, to assess the veracity, strength, and scope of the claims, and were preparing the case for class certification and trial, prior to reaching the Settlement. The Parties exchanged a large volume of information, documents, and data throughout the course of the litigation and in connection with the mediation and settlement negotiations. The volume of data and documents that Class Counsel reviewed and analyzed included, and were not limited to: a sampling of Class Members' time and payroll data, Plaintiff's personnel records, Defendant's Handbooks, earning statements, company policy acknowledgements (e.g., Addendum to Merakey Employee Handbook of Personnel Policies and PolicySTAT, Employee Handbook and PolicyStat Addendum Acknowledgment Form), job descriptions, Defendant's operations and employment practices, policies, and procedures (Sick Leave: California-Specific Addendum, Employee Timecards and e-Time Requirements Policy, Timekeeping Policy, Missed Punch Form, Lunch Time Policy, Meal and Break Policy, Break Waiver, Business Expense Reimbursement), among other information and documents. Class Counsel had the opportunity to interview and obtain information from Plaintiff, Class Members, PAGA Group Members and/or percipient witnesses, and reviewed and analyzed a volume of information, data, and documents obtained from Plaintiff, Defendant, and other sources. Class Counsel developed liability, damages, violation, and penalties valuation models in the course of litigation and in connection with the mediation and settlement negotiations, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, informal discovery, and the production of information, documents, and data in the course of litigation and in connection with mediation and settlement negotiations, and settlement. Other work performed by

Class Counsel included, and was not limited to, case strategy and analysis; researching, drafting, reviewing, and/or revising the pleadings, the mediation briefing and supporting materials, and settlement documents; and preparing for and attending court proceedings, mediation, and settlement negotiations, among other tasks.

12. As outlined herein, the Parties have conducted significant investigation and informal discovery during the course of litigating this matter, mediation, and extensive settlement negotiations. Class Counsel analyzed a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources that provided a critical understanding of the nature of the work performed by the Class Members and PAGA Group Members, as well as Defendant's organizational structure and its operations and employment policies, practices, and procedures. The information, documents, and data were used in analyzing liability, damages, penalties, and other valuation issues in connection with all phases of the litigation, and ultimately, in connection with the mediation and settlement negotiations process. Class Counsel also performed significant research into the applicable law, which is evolving as it relates to class certification, manageability, off-the-clock theory, meal and rest periods, representative PAGA claims and penalties, wage-and-hour enforcement, regular rate, Plaintiff's claims and allegations, and Defendant's defenses thereto, as well as facts discovered.

13. After conducting significant investigation of the facts and law during the prosecution of this matter, counsel for the Parties engaged in extensive settlement negotiations to try to resolve the case. These efforts included participating in a mediation session conducted by Deborah C. Saxe, Esq., a well-regarded mediator experienced in handling complex labor and employment matters. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. In the course of the mediation and settlement negotiations, the Parties exchanged documents and data, and discussed various aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the Parties of proceeding with class certification, representative adjudication, and trial; the law relating to class certification, manageability, off-the-clock theory, regular rates of pay, meal and rest periods, expense reimbursements, recordkeeping and wage statement

requirements, representative PAGA claims and penalties, and wage-and-hour law and enforcement; Plaintiff's claims and allegations, and Defendant's defenses thereto, as well as the evidence produced and analyzed; and the possibility of appeals, among other things. Arriving at a settlement that was acceptable to the Parties was not easy. Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to class certification and representative adjudication. Defendant and its counsel felt strongly about Defendant's ability to avoid class certification and prevail on the merits and, while Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. With the aid of the mediator's evaluation, the Parties ultimately agreed that this matter was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend further litigation. These risks of further litigation include, and are not limited to, a determination that the claims are unsuitable for class treatment and/or representative adjudication, class de-certification after certification of a class, allowing a jury to decide the claims asserted in this matter, and the real possibility of no monetary recovery after years of litigation.

14. The Settlement Administrator confirmed that, pursuant to the Escalator Clause in Paragraph 38 of the Settlement Agreement, the Workweeks threshold was exceeded. Based on preliminary calculations, the Parties initially contemplated that the Gross Settlement Amount would increase by \$153,000.00, resulting in an escalated Gross Settlement Amount of \$1,953,000.00. The Court was informed of, and preliminarily approved this estimated dollar amount. After the Settlement Administrator conducted additional calculations, it determined that the increase due to the triggering of the Escalator Clause would be \$148,750.00, resulting in a revised escalated Gross Settlement Amount of \$1,948,750.00, and the Class Notice that was mailed to Class Members included the revised calculation of the escalated Gross Settlement Amount (i.e., \$1,948,750.00). After discussions with the Court at the January 9, 2026 Hearing, and pursuant to the Amendment, Defendant has agreed to pay the higher amount preliminarily approved by the Court, \$1,953,000.00, as the escalated Gross Settlement Amount.

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1 15. By way of the accompanying Renewed Motion for Fees, and consistent with the
2 Settlement Agreement and Amendment, Class Counsel seeks attorneys’ fees in the amount of
3 \$682,062.50, which is thirty-five percent (35%) of the Gross Settlement Amount that was
4 disclosed in the Notice of Class Action Settlement (“Class Notice”) mailed to the Class Members
5 and originally contemplated in the Motion for Attorneys’ Fees and Costs, and Incentive Award
6 filed on December 16, 2025 (“Original Motion for Fees”). Pursuant to the contingency-fee
7 agreement entered into by and between Plaintiff and Class Counsel, Plaintiff has agreed to a
8 contingency fee of at least thirty-five percent (35%) of the recovery.

9 16. The attorneys’ fees sought are commensurate with: (1) the risk that Class Counsel
10 took in commencing the case; (2) the time, effort, and expense that Class Counsel dedicated to
11 the case; (3) the skill and determination that Class Counsel has shown; (4) the results that Class
12 Counsel has achieved throughout the litigation; (5) the value of the settlement that Class Counsel
13 has achieved in this matter; and (6) the other cases that Class Counsel has turned down in order
14 to devote their time and efforts to this case. The nature of the work performed, skill exercised,
15 and the outcome in this matter which involves an outstanding monetary recovery involving an
16 Escalated Gross Settlement Amount of \$1,953,000.00 (with a Net Settlement Amount of
17 approximately at least \$1,090,631.23 to be paid to Settlement Class Members (with gross
18 Individual Settlement Payments averaging approximately more than \$985.21) and payment of
19 \$112,500.00 to the State of California)—support the percentage fee sought and the application of
20 a lodestar multiplier.

21 17. I am aware that common and acceptable rates for contingency representation in
22 wage and hour class action and representative action litigation are normally in the range from
23 33.3% to 50%.

24 18. While not necessarily required to be demonstrated because a percentage fee is
25 proper for this settlement, it should be noted that Class Counsel has incurred many hours of work
26 in connection with prosecuting this matter such that the award of attorneys’ fees is also justified
27 under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **345.20**
28 **hours** performing tasks and obtaining recovery in this matter. Attached hereto as “**EXHIBIT 2**”

1 is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services
2 provided by attorneys at Lawyers *for* Justice, PC and the time incurred by them in performing
3 those services. These hours include work done by several attorneys at Lawyers *for* Justice, PC.
4 Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had
5 litigation support personnel actively engaged in assisting with the prosecution of this matter.

6 19. The work performed in this particular matter, the background of Lawyers *for*
7 Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who
8 worked on this matter, in litigating complex wage-and-hour actions, and in particular,
9 employment class action and representative action cases, support a reasonable blended hourly
10 rate of compensation of at least \$1,000 per hour for work performed by Lawyers *for* Justice, PC.
11 Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at
12 least \$1,000 per hour for legal services performed, by courts granting approval of settlements in
13 other wage-and-hour class action and/or representative action cases: final approval of the class
14 and representative action settlement in *Roel Galicia vs. Jif-Pak Manufacturing, LLC* (San Diego
15 Superior Court Case No. 37-2020-00005233-CU-OE-CTL before the Honorable Kenneth J.
16 Medel) was granted on November 17, 2023, and the award of attorneys' fees involved
17 compensation at the blended rate of \$1,000 per hour; and final approval of the class and
18 representative action settlement in *Latisha Anquetette Johnson vs. Americare Health and*
19 *Retirement, Inc.* (San Diego Superior Court Case No. 37-2022-0005 1286-CU-OE-CTL before
20 the Honorable Joel R. Wohlfeil) was granted on July 12, 2024, and the award of attorneys' fees
21 involved compensation at the blended rate of \$1,000 per hour.

22 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

23 20. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
24 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
25 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC
26 is the attorney of record in well over a dozen employment-related putative class actions in both
27 state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of
28 attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General

Act (“PAGA”) representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

21. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime

1 exemptions to the State of California and federal overtime compensation requirements. Under
2 his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
3 contested motion practice in approximately sixteen (16) cases in the last decade, and litigated
4 over 1,000 class action or representative action cases.

5 22. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
6 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
7 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
8 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
9 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
10 From approximately August 2008 to approximately December 2008, he served as a Judicial
11 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
12 Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice
13 before all courts of the State of California and all United States District Courts in the State of
14 California. He has worked on many wage-and-hour class action and representative action cases,
15 taking the lead in taking and defending depositions, arguing motions, and attending mediations.
16 He has played an integral role in preparing matters for class certification, including and not
17 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
18 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
19 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
20 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
21 representative action cases have resulted in settlements that have been granted court approval.
22 He has handled over one hundred and fifty (150) mediations and worked on over two hundred
23 and fifty (250) class action or representative action cases which have resulted in settlement.

24 23. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a
25 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
26 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
27 Georgetown University Law Center in 2010. She is admitted to practice in California (since
28 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in

California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

24. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing

1 stipulations and settlement agreements, and making court appearances. Prior to working at
2 Lawyers for Justice, PC, I worked at law firms focused primarily on family law matters,
3 including, *inter alia*, representing clients in divorce, parentage, child custody, and domestic
4 violence restraining order proceedings, researching, and drafting pleadings, negotiating and
5 finalizing marital settlement agreements, engaging in motion practice, and making court
6 appearances.

7 **LITIGATION COSTS AND EXPENSES INCURRED BY**
8 **LAWYERS for JUSTICE, PC**

9 25. To date, Class Counsel has borne all of the risks and costs of litigation and will
10 not receive any compensation until recovery is obtained in this matter. The Settlement provides
11 for reimbursement of litigation costs and expenses of up to \$18,000.00. Lawyers for Justice, PC
12 seeks reimbursement of **\$14,356.27** in litigation costs and expenses incurred in the matter, as
13 reflected in “**EXHIBIT 3**” attached hereto. These expenses were reasonable and necessary in
14 the prosecution of the matter and to obtain the Settlement. The cost savings of \$3,643.73 will be
15 part of the Net Settlement Amount, which will be distributed to the Settlement Class Members in
16 accordance with the Settlement.

17 **INCENTIVE AWARD TO PLAINTIFF**

18 26. In recognition of her efforts and work spearheading the prosecution of this matter
19 and serving as the Class Representative, as well as her broader individual waiver and release of
20 claims with a California Civil Code Section 1542 waiver (set forth in Paragraph 32 of the
21 Settlement Agreement), the Settlement provides for an Incentive Award in the amount of up to
22 \$7,500.00 to Plaintiff. Plaintiff spent a substantial amount of time and effort discussing her
23 employment with Class Counsel, gathering and providing relevant documents and information,
24 and providing facts and evidence to support the prosecution of the claims. Plaintiff was available
25 whenever Class Counsel needed her and actively tried to obtain and provide information that
26 would help obtain a recovery in this matter. Accordingly, it is appropriate for Plaintiff to receive
27 \$7,500.00 as a reasonable Incentive Award for her broader waiver and release of claims and
28 services performed in this matter, in addition to her individual settlement payment(s).

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



Helene Mayer

EXHIBIT 1

AMENDMENT NO. 1 TO JOINT STIPULATION OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE

This Amendment No. 1 (“Amendment”) to the Joint Stipulation of Class Action and PAGA Settlement and Release entered into on or around July 2, 2024 (“Settlement Agreement”) is made and entered into by and between Plaintiff Felissia Fry (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated and aggrieved employees, and Defendant Merakey Allos (“Defendant”) (collectively with Plaintiff, the “Parties”).

RECITALS

1. **WHEREAS**, on August 20, 2025, the Court entered its [Preliminary Approval Order] granting preliminary approval of the Settlement Agreement and conditionally establishing a Class Period of August 11, 2018 to March 4, 2024 and a PAGA Period of July 20, 2021 to March 4, 2024;

2. **WHEREAS**, it had been determined by the Parties that, the total number of Workweeks during the Class Period of August 11, 2018 to March 4, 2024 exceeded 39,600 Workweeks and, as a result, the Escalator Clause provided for in Paragraph 38 of the Settlement Agreement, had been triggered;

3. **WHEREAS**, Defendant elected to proceed with the Class Period as is (i.e., Defendant elected not to shorten the Class Period and PAGA Period by changing the end date of both periods an earlier date pursuant to Paragraph 38) and to increase the Gross Settlement Amount on a *pro rata* basis to the extent the Workweeks during the Class Period exceed 39,600;

4. **WHEREAS**, based on preliminary calculations, the Parties initially contemplated that the Gross Settlement Amount would increase by \$153,000.00, resulting in an escalated Gross Settlement Amount of \$1,953,000.00, pursuant to Paragraph 38 of the Settlement Agreement, and the Court was informed of this estimated dollar amount and the Court preliminarily approved this amount;

5. **WHEREAS**, after the Settlement Administrator conducted additional calculations, it determined that the increase due to the triggering of the Escalator Clause would be \$148,750.00, resulting in a revised escalated Gross Settlement Amount of \$1,948,750.00, and the Class Notice that was mailed to Class Members included the revised calculation of the escalated Gross Settlement Amount (i.e., \$1,948,750.00);

6. **WHEREAS**, at the January 9, 2026 hearing on Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement (“Motion for Final Approval Hearing”), the Court inquired as to why the escalated Gross Settlement Amount which the Court had preliminarily approved (\$1,953,000.00) was not included in the Class Notice that was mailed to the Class, and instead the Class Notice referenced the reduced amount of \$1,948,750.00;

7. **WHEREAS**, at the Motion for Final Approval Hearing, the Parties discussed the Settlement Administrator's revised calculation of the escalated Gross Settlement Amount with the Court, and informed the Court that Defendant, nevertheless, has agreed to pay the higher amount preliminarily approved by the Court, \$1,953,000.00, as the escalated Gross Settlement Amount;

8. **WHEREAS**, Paragraph 43 of the Settlement Agreement allows for the Settlement Agreement to be amended or modified by written agreement signed by counsel for all Parties, subject to any necessary Court approval; and

9. **WHEREAS**, except as stated below, no other terms or definitions of the Settlement Agreement shall be altered or considered modified by this Amendment No. 1.

AMENDED TERMS

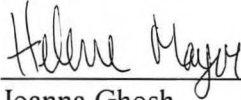
1. Paragraph 7.s. of the Settlement Agreement is amended as follows:

“Gross Settlement Amount” means the amount to be paid by Defendant in full resolution of all Released Claims and the Action, which is inclusive of the Attorneys’ Fees and Costs, Incentive Award, PAGA Penalties (which comprise of both the LWDA Payment and the Individual PAGA Payments), Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs. Pursuant to the terms of the Settlement Agreement, this amount was originally One Million Eight Hundred Dollars (\$1,800,000), however, pursuant to the Escalator Clause in Paragraph 38 of the Settlement Agreement and as represented to the Court on the record during proceedings held in the Action on January 9, 2026, the Parties now agree to amend the Settlement Agreement to increase the Gross Settlement Amount to One Million Nine Hundred Fifty-Three Thousand Dollars (\$1,953,000.00). Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.

1 IT IS SO AGREED.

2 **LAWYERS for JUSTICE, PC**

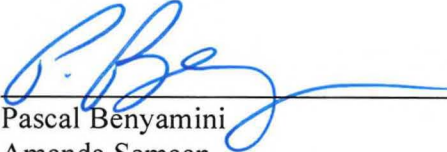
3
4 Dated: January 23, 2026



Joanna Ghosh
Vartan Madoyan
Helene Mayer
Attorneys for Plaintiff and the Class

7
8 **FAEGRE DRINKER BIDDLE & REATH LLP**

9
10 Dated: 01/23/2026



Pascal Benyamini
Amanda Semaan
Attorneys for Defendant

EXHIBIT 2

FELISSIA FRY V. MERAKEY ALLOS
San Diego County Superior Court Case No. 37-2022-00032123-CU-OE-CTL (“Class Action”)

FELISSIA FRY V. MERAKEY ALLOS
San Diego County Superior Court Case No. 37-2022-00038245-CU-OE-CTL (“PAGA Action”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Felissia Fry (“Plaintiff”)	24.50
Investigate, Communicate with, and/or Interview Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	13.50
Review and Analyze Court Filings, Docket, and Other Documents in and/or relating to <i>Jonathan Chaney v. Merakey Allos</i> , Los Angeles County Superior Court Case No. 25STCV12996	1.10
Review and Analyze Court Filings, Docket, and Other Documents in and/or relating to <i>Michaelle-Lynn Moore v. Merakey Allos</i> , San Diego County Superior Court Case No. 25CU016752N	1.10
Review and Analyze Court Filings, Docket, and Other Documents in and/or relating to <i>Michaelle-Lynn Moore v. Merakey Allos</i> , San Diego County Superior Court Case No. 25CU029018N	1.10
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s Class Action Claims, Conduct Legal Research and Analysis Regarding Class Action Claims, and Draft, Review, and/or Revise Plaintiff’s Class Action Complaint for Damages (filed on August 11, 2022) (Class Action)	8.50

Review Court's Notice of Case Assignment and Case Management Conference (Civil) (filed on August 12, 2022) (Class Action)	0.20
Investigate the Merits of Plaintiff's Private Attorneys General Act, California Labor Code § 2698, <i>Et Seq.</i> ("PAGA") Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, <i>Et Seq.</i> (filed on September 26, 2022) (PAGA Action)	7.50
Review Court's Notice of Case Assignment and Case Management Conference (filed on September 26, 2022) (PAGA Action)	0.30
Draft, Review, and/or Revise Plaintiff's First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, <i>Et Seq.</i> (Class Action) (filed on October 20, 2022)	3.10
Draft Plaintiff's Request for Dismissal (filed on October 27, 2022) (PAGA Action)	0.20
Draft Notice of Entry of Dismissal (filed on November 9, 2022) (PAGA Action)	0.10
Review and Analyze Defendant Merakey Allos' ("Defendant") Answer to First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, <i>Et Seq.</i> (served on November 16, 2022), and Research Affirmative Defenses in Defendant's Answer (Class Action)	1.50
Draft Plaintiff's Notice of Posting Jury Fees (filed on December 19, 2022) (Class Action)	0.20
Review Defendant's Case Management Statement (served on January 12, 2023) (Class Action)	0.30
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed on January 12, 2023) (Class Action)	0.80
Review Defendant's Notice of Remote Appearance (served on January 23, 2023) (Class Action)	0.10
Draft Notice of Remote Appearance (filed on January 23, 2023) (Class Action)	0.20
Review Court's Minute Order Re: Civil Case Management Conference (filed on January 27, 2023) (Class Action)	0.10

Review Court's Notice of Case Reassignment (filed on March 19, 2023) (Class Action)	0.20
Draft Notice of Case Reassignment (filed on March 24, 2023) (Class Action)	0.40
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on August 24, 2023) (Class Action)	1.10
Review Court's Order to Continue Case Management Conference (filed on August 28, 2023) (Class Action)	0.10
Review Court's Notice of Rescheduled Hearing (filed on August 29, 2023) (Class Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on September 1, 2023) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Stipulation and Protective Order – Confidential Designation Only (submitted on September 1, 2023) (Class Action)	1.60
Review Court's Order on Stipulation and Protective Order – Confidential Designation Only (filed on September 5, 2023) (Class Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on November 15, 2023) (Class Action)	0.80
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on December 18, 2023) (Class Action)	0.90
Review Court's Order to Continue Case Management Conference (filed on December 20, 2023) (Class Action)	0.10
Review Court's Notice of Rescheduled Hearing (filed on December 22, 2023) (Class Action)	0.10
Review Defendant's Notice of Entry of Order Granting Joint Stipulation to Continue Case Management Conference (served on December 26, 2023) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on April 18, 2024) (Class Action)	0.80

Review Order on Joint Stipulation to Continue Case Management Conference (filed on April 23, 2024) (Class Action)	0.10
Review Court's Notice of Rescheduled Hearing (filed on April 29, 2024) (Class Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on April 29, 2024) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on June 6, 2024) (Class Action)	0.80
Review Court's Order to Continue Case Management Conference and Notice of Rescheduled Hearing (filed on June 12, 2024) (Class Action)	0.20
Draft Notice of Entry of Judgment or Order (filed on June 13, 2024) (Class Action)	0.10
Draft, Review, and/or Revise Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, Et Seq. (filed on September 24, 2024), Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation Granting Plaintiff Leave to File Second Amended Complaint; [Proposed] Order Thereon (submitted on August 23, 2024) (Class Action)	5.80
Review Court's Minute Order Re: Case Management Conference (filed on August 23, 2024) (Class Action)	0.10
Review Court's Order Granting Plaintiff Leave to File Second Amended Complaint (filed on September 9, 2024) (Class Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on September 25, 2024) (Class Action)	0.10
Review and Analyze Defendant's Answer to Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, et seq. (served on October 1, 2024), and Research Affirmative Defenses in Defendant's Answer (Class Action)	1.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue November 22, 2024 Status Conference; [Proposed] Order (submitted on November 6, 2024) (Class Action)	0.80

Review Court's Order to Continue November 22, 2024 Status Conference (filed on November 12, 2024) (Class Action)	0.10
Review Court's Notice of Rescheduled Hearing (filed on November 14, 2024) (Class Action)	0.10
Review Court's Notice of Rescheduled Hearing (filed on December 24, 2024) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue January 10, 2025 Case Management Conference (submitted on January 9, 2025) (Class Action)	0.80
Review Court's Order on Joint Stipulation to Continue January 10, 2025 Case Management Conference (filed on January 15, 2025) (Class Action)	0.10
Review Court's Notice of Rescheduled Hearing (filed on January 22, 2025) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue March 7, 2025 Case Management Conference; [Proposed] Order (submitted on February 20, 2025) (Class Action)	0.80
Review Court's Order to Continue March 7, 2025 Case Management Conference (filed on February 26, 2025) (Class Action)	0.10
Review Court's Notice of Rescheduled Hearing (filed on February 28, 2025) (Class Action)	0.10
Review Defendant's Notice of Remote Appearance (served on February 28, 2025) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on July 17, 2025)	0.80
Draft Notice of Entry of Judgment or Order (filed on August 26, 2025) (Class Action)	0.10
Review Defendant's Notice of Ruling Re: Order on Notice of Related Case (filed on September 30, 2025) (Class Action)	0.30
Appearances	
Prepare for and Remotely Attend Initial Case Management Conference (January 27, 2023) (Class Action)	1.10
Prepare for and Remotely Attend Case Management Conference (August 23, 2024) (Class Action)	0.70

Prepare for and Remotely Attend Hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (August 1, 2025) (Class Action)	1.60
Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Felissia Fry	4.90
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff under the Private Attorneys General Act (served on July 20, 2022) (Class Action)	4.50
Draft Correspondence to, Meet and Confer with, and/or Respond to Correspondence from Defendant's Counsel	26.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant (approximately 7,858 pages), and Other Sources Prior to Mediation	85.70
Prepare for Mediation, Including Researching Settlement-Related and Merits-Related Issues, Drafting the Mediation Brief and Compiling the Exhibits in Support of the Mediation Brief, and Performing Damages and Penalties Analyses and Calculations (submitted on October 26, 2023)	41.50
Attend Mediation Session (November 2, 2023; via Video Conference)	16.50
Review and Analyze Mediator's Proposal and Term Sheet (accepted November 8, 2023)	3.50
Draft, Review, Revise, Negotiate, and Finalize Joint Stipulation of Class Action and PAGA Settlement and Release (executed on July 2, 2024), and Draft, Review, and/or Revise Notice of Class Action Settlement	18.50
Coordinate with Settlement Administrator, Review Weekly Reports, Monitor Settlement Administration, and Respond to Inquiries	7.50

Law and Motion	
Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Memorandum of Points and Authorities, Declaration of Helene Mayer in Support Thereof, Declaration of Plaintiff Felissia Fry in Support Thereof, and [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement (filed on January 29, 2025) (Class Action)	21.50
Review and Analyze Court's Tentative Ruling Re: Motion for Preliminary Approval (issued on August 1, 2025) (Class Action)	0.20
Review Court's Minute Order Re: Motion for Preliminary Approval (filed on August 1, 2025) (Class Action)	0.10
Draft, Review, and/or Revise [Revised Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement (submitted on August 6, 2025) (Class Action)	0.30
Review Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on August 20, 2025) (Class Action)	0.10
Review Declaration of Settlement Administrator, and Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement; Memorandum of Points and Authorities, Plaintiff's Notice of Motion and Motion for Attorneys' Fees and Costs, and Incentive Award; Memorandum of Points And Authorities, Declaration of Helene Mayer in Support Thereof, Declaration of Felissia Fry in Support Thereof, [Proposed] Final Approval Order and Judgment, and [Proposed] Order Awarding Attorneys' Fees and Costs, and Incentive Award (Class Action)	26.50
Total Hours:	345.20

EXHIBIT 3

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Fry vs. Merakey Allos

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/10/2022	U.S. Postmaster	Postage	\$7.50
6/3/2022	U.S. Postmaster	Postage	\$8.66
6/16/2022	U.S. Postmaster	Postage	\$8.36
8/12/2022	Legal Document Server, Inc.	Attorney Service	\$111.61
8/12/2022	San Diego Superior Court	Complex Filing Fee	\$1,000.00
8/12/2022	San Diego Superior Court	Complaint Filing Fee	\$435.00
8/23/2022	ProLegal	Attorney Service	\$192.10
8/30/2022	ProLegal	Attorney Service	\$245.50
10/7/2022	Legal Document Server, Inc.	Attorney Service	\$14.75
10/21/2022	Legal Document Server, Inc.	Attorney Service	\$29.50
10/25/2022	Legal Document Server, Inc.	Attorney Service	\$14.75
11/9/2022	Legal Document Server, Inc.	Attorney Service	\$14.75
12/20/2022	Legal Document Server, Inc.	Attorney Service	\$24.88
12/20/2022	San Diego Superior Court	Jury Fee	\$150.00
1/12/2023	Legal Document Server, Inc.	Attorney Service	\$14.75
1/23/2023	Legal Document Server, Inc.	Attorney Service	\$29.50
3/30/2023	Legal Document Server, Inc.	Attorney Service	\$14.75
8/29/2023	Legal Document Server, Inc.	Attorney Service	\$16.34
8/29/2023	San Diego Superior Court	Stipulation & Order Fee	\$20.00
9/1/2023	Legal Document Server, Inc.	Attorney Service	\$14.95
9/12/2023	Jams, Inc.	Mediation Fee	\$11,475.00
11/2/2023	Morgan Barney	Travel Reimbursement	\$37.14
11/21/2023	Legal Document Server, Inc.	Attorney Service	\$14.95
12/26/2023	San Diego Superior Court	Document Download Fee	\$2.00
4/29/2024	Legal Document Server, Inc.	Attorney Service	\$31.29
4/29/2024	San Diego Superior Court	Stipulation & Order Fee	\$20.00
6/13/2024	Legal Document Server, Inc.	Attorney Service	\$31.29
6/13/2024	San Diego Superior Court	Stipulation & Order Fee	\$20.00
9/12/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
9/17/2024	San Diego Superior Court	Document Download Fee	\$1.00
9/25/2024	Legal Document Server, Inc.	Attorney Service	\$32.79
9/25/2024	San Diego Superior Court	Stipulation & Order Fee	\$20.00
10/10/2024	Legal Document Server, Inc.	Attorney Service	\$15.70
11/20/2024	San Diego Superior Court	Document Download Fee	\$2.00
12/16/2024	Legal Document Server, Inc.	Attorney Service	\$17.09
12/18/2024	San Diego Superior Court	Document Download Fee	\$20.00
1/17/2025	San Diego Superior Court	Document Download Fee	\$2.00
1/27/2025	Legal Document Server, Inc.	Attorney Service	\$18.09
1/27/2025	San Diego Superior Court	Stipulation & Order Fee	\$20.00

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Fry vs. Merakey Allos

1/30/2025	San Diego Superior Court	Document Download Fee	\$2.00
2/14/2025	Legal Document Server, Inc.	Attorney Service	\$20.87
2/14/2025	San Diego Superior Court	Motion Fee	\$60.00
2/20/2025	Legal Document Server, Inc.	Attorney Service	\$16.70
3/10/2025	San Diego Superior Court	Document Download Fee	\$2.00
3/18/2025	Legal Document Server, Inc.	Attorney Service	\$18.09
3/18/2025	San Diego Superior Court	Stipulation & Order Fee	\$20.00
7/17/2025	Legal Document Server, Inc.	Attorney Service	\$18.89
8/6/2025	Legal Document Server, Inc.	Attorney Service	\$18.89
8/27/2025	Legal Document Server, Inc.	Attorney Service	\$18.89
Total:			<u>\$14,356.27</u>